

Deposition of Gary Kausmeyer , taken January 20, 2016

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Exhibit

1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

TALMER BANK AND TRUST,	)
	)
Plaintiff,	)
	) Case No. 4:15 CV 1850
vs.	) Judge Benita Y. Pearson
	)
GARY KAUSMEYER,	)
	)
Defendant.	)

- - - - -  
THE VIDEOTAPED DEPOSITION OF  
GARY KAUSMEYER  
WEDNESDAY, JANUARY 20, 2016  
- - - - -

The videotaped deposition of GARY KAUSMEYER, called by the Plaintiff for examination pursuant to the Federal Rules of Civil Procedure, taken before me, the undersigned, Elaine S. Newlin, Notary Public within and for the State of Ohio, taken at the offices of Thompson Hine, LLP, 3900 Key Center, 127 Public Square, Cleveland, Ohio, commencing at 9:35 a.m., the day and date above set forth.

1 APPEARANCES:

2 On behalf of the Plaintiff:

3 Robert F. Ware, Esq.  
4 Thompson Hine, LLP  
5 3900 Key Center  
6 127 Public Square  
7 Cleveland, Ohio 44114  
216-566-5500  
Rob.Ware@ThompsonHine.com

8 On behalf of the Defendant:

9 Ellen M. Kramer, Esq.  
10 Cohen Rosenthal & Kramer, LLP  
11 The Hoyt Block Building, Suite 400  
12 700 West St. Clair Avenue  
13 Cleveland, Ohio 44113  
14 216-781-7956  
15 emk@crklaw.com

16 ALSO PRESENT:

17 David J. Wolfe, Jr.  
18 Alex Cook, Videographer  
19  
20  
21  
22  
23  
24  
25

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1 THE VIDEOGRAPHER: We're on the  
2 record. The time is 9:35. Today's date is  
3 January 20th, 2016.

4 We're here for the video recorded  
5 deposition of Gary Kausmeyer in the case Talmer  
6 Bank and Trust versus Gary Kausmeyer, Case  
7 Number 4:15 CV 01850 in the United States  
8 District Court for the Northern District of  
9 Ohio.

10 Will the attorneys present please  
11 identify themselves for the record?

12 MR. WARE: Robert Ware  
13 for plaintiff, Talmer Bank and Trust.

14 MS. KRAMER: Ellen Kramer  
15 for defendant, Gary Kausmeyer.

16 THE VIDEOGRAPHER: Will the  
17 court reporter please swear in the witness?

18 THE REPORTER: Would you  
19 raise your right hand, please?

20 GARY KAUSMEYER  
21 of lawful age, called by the Plaintiff for  
22 examination pursuant to the Federal Rules of  
23 Civil Procedure, having been first duly sworn,  
24 as hereinafter certified, was examined and  
25 testified as follows:

1 EXAMINATION OF GARY KAUSMEYER

2 BY MR. WARE:

3 Q Good morning, Mr. Kausmeyer.

4 A Good morning.

5 Q We met off the record. My name is Rob Ware. I  
6 represent the plaintiff, Talmer, in this case,  
7 and you are the defendant in the case against  
8 Talmer Bank and Trust, correct?

9 A That is correct.

10 Q And you are a former employee of First Place  
11 Bank which is a predecessor of Talmer?

12 A That is correct.

13 Q And could you state your address, your current  
14 home address, please?

15 A It's 9365 Southwest 61st Way, apartment D as in  
16 David, in Boca Raton, Florida, 33428.

17 Q And where do you work currently?

18 A In California.

19 Q And for what company?

20 A Bank of California.

21 Q All right. And how long have you had that  
22 position?

23 A Just a few weeks.

24 Q And where did you work prior to that?

25 A Los Alamos National Bank in New Mexico, and

1 prior to that, First Place Bank.

2 Q When did you start at Los Alamos National Bank?

3 A It was about ten months after First Place Bank,  
4 in September of 2014.

5 Q So you started in around September of 2014?

6 A Correct.

7 Q And then you joined Bank of California just a  
8 few weeks ago?

9 A Correct.

10 Q So that would have been approximately the  
11 beginning of the year in 2016?

12 A No. It would have been late November.  
13 November 30th was my first day of employment.

14 Q Late November of 2015?

15 A Yes.

16 Q And what is your position with Bank of  
17 California?

18 A Deputy chief risk officer.

19 Q And what was your position with the Los Alamos  
20 National Bank?

21 A Chief risk officer.

22 Q Have you ever had your deposition taken before?

23 A No.

24 Q You understand that everything you indicate  
25 while we're on the record, everything you state

1 will be taken down by the court reporter?

2 A Understood.

3 Q And you also understand that we are videotaping  
4 this deposition, and so, again, while we're on  
5 the record, you will be videotaped?

6 A Understood.

7 Q Did you do anything to prepare for today's  
8 deposition?

9 A Reviewed some of the communications that have  
10 been made public through this filing.  
11 Certainly your stack of papers. It's a lot  
12 more than I would have reviewed, but just a few  
13 documents to help refresh my memory on a lot of  
14 the events we'll discuss today.

15 Q Do you recall any documents in particular that  
16 you reviewed?

17 A The public filings and the counterclaim.

18 Q When you say "public filings," you're talking  
19 about the pleadings in the case --

20 A Correct.

21 Q -- like the Complaint, that kind of thing?

22 A Yes.

23 Q Did you review any e-mails?

24 A Just I believe one long e-mail string between  
25 Sandy and I leading up to the November 2013

1 meeting at First Place at its headquarters in  
2 Warren, Ohio.

3 Q And that was an e-mail string that you produced  
4 to us in this case; is that right?

5 A Correct. Correct.

6 Q Any other documents you recall reviewing other  
7 than the pleadings and that e-mail string?

8 A The offer letter was also included as well as  
9 the Change in Control.

10 Q You're talking about the Change in Control  
11 Agreement?

12 A Correct.

13 Q Anything else that you recall?

14 A And the executed Project Completion Agreement.  
15 I believe that was the extent of my preparation  
16 for today.

17 Q And did you meet with counsel?

18 A Yes.

19 Q And that was Ms. Kramer?

20 A Yes.

21 Q Did you speak with anyone other than counsel  
22 about your deposition today?

23 A No.

24 Q All right. You graduated from the University  
25 of Miami in Florida; is that right?



1 A That's correct.

2 Q And when was that?

3 A May of 2003.

4 Q And you had a bachelor's degree in accounting  
5 and legal studies; is that right?

6 A Correct.

7 Q You are a CPA?

8 A Post-employment at First Place, I did go back  
9 to graduate school, received a master's in  
10 accounting and become a licensed CPA.

11 Q And when did you get your CPA license?

12 A December of 2014.

13 Q So in that ten months between the time you left  
14 First Place Bank and started at Los Alamos, you  
15 went back for a master's in accounting?

16 A Went back for a master's in accounting  
17 concurrently with seeking employment  
18 opportunities.

19 Q And where did you get that master's in  
20 accounting?

21 A Belmont University.

22 Q And I take it you took the CPA exam in that  
23 time period as well?

24 A I took the CPA prior to my employment at First  
25 Place Bank and the last part during my

1 employment at First Place Bank.

2 Q Okay. So that you passed the CPA exam while  
3 you were employed at First Place Bank?

4 A That is correct.

5 Q And what else did you have to do to become a  
6 licensed CPA after you left First Place Bank?

7 A Attain 150 credit hours, and then there were  
8 certain educational requirements for upper  
9 division accounting that the State of Florida  
10 required in order to become licensed.

11 Q And did you satisfy the 150 hours and the other  
12 requirements by taking the course work at  
13 Belmont University?

14 A That is correct.

15 Q You are also a certified anti-money laundering  
16 specialist; is that right?

17 A That is correct.

18 Q And a certified information systems auditor?

19 A That's correct.

20 Q You're certified in risk and information  
21 systems controls?

22 A That is correct.

23 Q You're a certified Sarbanes-Oxley expert?

24 A That is correct.

25 Q You are a certified regulatory compliance

1 manager?

2 A That is not correct.

3 Q Have you sought that certification?

4 A I have completed the prerequisites for the exam  
5 and have not sat for the exam.

6 Q Other than the certifications that we've  
7 mentioned, do you hold any other types of  
8 certifications or specialist designations?

9 A No.

10 Q Before working at First Place Bank, you worked  
11 at Grant Thornton; is that right?

12 A That is -- well, not immediately prior to, but  
13 yes, in my employment history.

14 Q And at Grant Thornton, you were an auditor and  
15 accountant; is that right?

16 A That's correct.

17 Q You also worked prior to First Place Bank at  
18 Bank Atlantic; is that right?

19 A That's correct.

20 Q And you were a vice president there?

21 A That was my ending title, correct.

22 Q And you worked in risk management there; is  
23 that right?

24 A For approximately four years.

25 Q And you joined First Place Bank in June of

1 2011; is that right?

2 A That's correct.

3 Q And what was your title when you joined First  
4 Place Bank?

5 A Chief risk officer, and at the time of joining,  
6 they said the corporate executive vice  
7 president title was subject to board approval.

8 Q And did that approval ultimately come? Did  
9 that become your title?

10 A I was not told otherwise, so I can't say when  
11 the board would have approved it, but I was  
12 told not -- to not use the title, if that makes  
13 any sense. So --

14 Q I understand.

15 A -- as far as I am aware, that was the title  
16 that was approved at some point.

17 Q Your understanding is that your title at First  
18 Place Bank was executive vice president and  
19 chief risk officer?

20 A Correct.

21 Q And did your title ever change during the time  
22 you were employed at First Place Bank?

23 A No.

24 Q All right. Let's take a look at the exhibit  
25 we've marked as number 1 for today's deposition.

1                                   - - - - -

2                   (Plaintiff's Exhibit No. 1 was marked.)

3                                   - - - - -

4    Q   And do you recognize this as the offer letter  
5           that you received from First Place Bank on or  
6           about May 17, 2011?

7    A   I do.

8    Q   And this is a document -- if you look on the  
9           bottom right-hand corner of this document, you  
10          see it indicates KAUSMEYER001. Do you see  
11          that?

12   A   I do.

13   Q   And do you understand that that's an indication  
14          that this is a document that was in your files  
15          and produced to us in connection with this  
16          litigation?

17   A   I do now, yes.

18   Q   Okay. So this is a document that you had  
19          retained from your time at First Place Bank?

20   A   Correct.

21   Q   And I take it you had this in a hard copy file?

22   A   I -- yes. I produced a signature to the bank.  
23          Whether they kept the original and I had a copy  
24          or I had the original and they have the copy of  
25          that, I'm not 100 percent sure. I would have

1 had to sign this in order to start.

2 Q Correct. Okay. I understand. We're looking  
3 at an unsigned version, correct?

4 A Yes.

5 Q But this is a document -- what I was just  
6 trying to get to is, this a document you kept  
7 in a hard copy file in your home office I take  
8 it?

9 A Well, it came to me electronically. I would  
10 have had it electronically. And upon starting  
11 with the bank, either they produced a hard copy  
12 or I would have printed and signed this when I  
13 started. I don't exactly remember who produced  
14 a hard copy.

15 Q Okay. How do you keep it today?

16 A This was sent to my e-mail and it would still  
17 be in my e-mail.

18 Q So this is a document that you would have  
19 received by e-mail and you still maintain it in  
20 your e-mail today?

21 A I believe so, yes.

22 Q And there's an e-mail at the top that's  
23 gkausmeyer@gmail.com. Do you see that?

24 A Yep.

25 Q Is that still an e-mail that you use today?

1 A Still an e-mail I use today.

2 Q All right. The offer letter indicates that  
3 your annual salary will be \$135,000. Was that,  
4 in fact, the salary that you started at at  
5 First Place Bank?

6 A That is correct.

7 Q Did that salary change during the course of  
8 your employment there?

9 A Yes, it did.

10 Q And do you recall how it changed?

11 A The board of directors, recognizing the work  
12 that I had performed, increased it by \$25,000  
13 to \$160,000.

14 Q And when did that increase take place?

15 A That would have been early 2012.

16 Q And were there any other adjustments to your  
17 salary, your base salary, that you recall?

18 A That's the only one I recall.

19 Q And did you receive any kind of bonus at the  
20 end of 2011?

21 A No.

22 Q Did you receive any kind of bonus at the end of  
23 2012?

24 A No.

25 Q This offer letter also talks about housing and

1 a relocation policy in the third paragraph. Do  
2 you see that?

3 A Yes.

4 Q And it indicates that you would be entitled to  
5 receive "up to \$1,500 for reimbursement of  
6 temporary housing, travel to and from Florida,  
7 et cetera, up to a total of \$9,000 of allowable  
8 expenses incurred during the first six months."  
9 Do you see that?

10 A I do.

11 Q And then below that it also indicates that  
12 you're entitled to "receive up to" 20,000 "for  
13 reimbursement of reasonable and customary move-  
14 related expenses and/or housing related costs  
15 within two years of your start date." Do you  
16 see that?

17 A I do.

18 Q Did you submit expenses in regard to this  
19 particular paragraph?

20 A Yes.

21 Q And just below what I was reading it indicates,  
22 "First Place will use the 'direct payment'  
23 method as much as possible for reimbursements."  
24 Do you see that?

25 A I do.



1 Q And that's indicating that First Place would  
2 actually make the payment to whoever the vendor  
3 was related to your relocation rather than  
4 having you submit it for reimbursement?

5 A I don't -- that is what it says here. In the  
6 conversations with our human resources  
7 department, I was told to submit receipts to  
8 them.

9 The bank did not pay the vendors  
10 directly. I incurred all expenses  
11 out-of-pocket, so there wouldn't have been an  
12 opportunity for direct payment. When I drove  
13 the U-Haul, I am the vendor, I am making the  
14 move, I am driving, so there is no potential  
15 for hiring of the third party if I am the one  
16 that's completing the move.

17 Q Do you recall that the bank made direct  
18 payments to pay for your rent in Ohio after the  
19 time that you started working at First Place  
20 Bank?

21 A They did not make direct payments for my rent  
22 in Ohio, no.

23 Q Do you recall any direct payments that the bank  
24 made at your direction?

25 A The bank made no direct payments on my behalf.

1 Q Okay. And you indicated you submitted these  
2 expenses. When did you submit those expenses?

3 A The initial expenses were submitted numerous  
4 times. The policy as explained by our  
5 executive vice president of HR was that it was  
6 customary to submit expenses twice a year. He  
7 recommended that I follow his lead in doing  
8 that in May and November of each year.

9 And the first opportunity to submit would  
10 have been November of 2011 at which time the  
11 CEO that needed to approve was under  
12 investigation. I was assisting in that  
13 investigation and did not approach the CEO at  
14 that time based on advice received in  
15 connection with the investigation.

16 In May of the following year, the CEO was  
17 removed a month earlier by the board. When a  
18 new CEO was hired, I had let them know that I  
19 have, you know, about a year's worth of  
20 expenses at that point. The new individual  
21 said he would be happy to review that once he  
22 received non-objection from the office of the  
23 comptroller of the currency, and that non-  
24 objection never was approved. He was denied  
25 his role as CEO of First Place Bank.

1           So there wasn't another opportunity until  
2           the spring of 2013 when Mr. Shafer assumed the  
3           role of chief executive officer of First Place  
4           Bank in his dual -- in a dual role as vice  
5           chairman of Talmer, and it was at that point,  
6           in April of 2013, that I had submitted for  
7           reimbursement. There was a portion that was  
8           fully documented with receipts and a portion  
9           that was lacking receipts.

10    Q    And in April of 2013, you submitted these  
11           expenses directly to Mr. Shafer?

12    A    Mr. Shafer wasn't on site every day, so his  
13           assistant would have received the expense forms  
14           for his signature. She would maintain  
15           everything until he returned to the office to  
16           sign off on. And I had an assistant help in  
17           the preparation of those forms.

18    Q    And how did you -- I take it you gave the forms  
19           to an assistant?

20    A    Correct, or the assistant located the forms.

21    Q    So your assistant located the forms?

22    A    I believe so.

23    Q    And who is your assistant?

24    A    Tara Gladd.

25    Q    Can you give me that name again?

1 A Last name is G-l-a-d-d. The first name is  
2 Tara.

3 Q And so Ms. Gladd attained the forms for you. I  
4 take it you filled out the forms?

5 A Put the -- we worked on it together, put the  
6 forms together, and she segregated expenses  
7 with those that I had receipts handy for and  
8 those that I still needed to locate.

9 Q And then how were the -- was the expense --  
10 excuse me. Let me start that over.

11 How was the expense reimbursement form  
12 and the receipts that you had submitted to  
13 Mr. Shafer's assistant?

14 A They would have just been hand-delivered hard  
15 copy with receipts attached and copies of those  
16 were made for my records.

17 Q Did you hand-deliver them or did Ms. Gladd  
18 hand-deliver them?

19 A Ms. Gladd hand-delivered them.

20 Q So you gave everything to Ms. Gladd, she  
21 collected everything, hand-delivered it to  
22 Mr. Shafer's assistant?

23 A That is correct.

24 Q And who is Mr. Shafer's assistant?

25 A Kim Wadman.

1 Q And who made copies for your files?

2 A I believe Tara made those copies as well. And  
3 on the after hours -- you know, she had to  
4 leave every day at 5:00. If anything took  
5 place after hours, I would make copies after  
6 hours. I didn't ask her to stay or work  
7 overtime for this project.

8 Q And I take it you would have received those  
9 copies in April of 2013 then?

10 A That is correct.

11 Q And what did you do with the copies of the  
12 forms and receipts that you submitted?

13 A I have maintained them, but they're probably in  
14 a moving box right now in California which I  
15 have not had an opportunity to locate.

16 Q So those have not been produced to us?

17 A Not yet.

18 Q And did you ever talk with Mr. Shafer directly  
19 about the submission of your expenses?

20 A Yes; February 2013 in my office. When I  
21 informed him that these were outstanding, he  
22 recognized that I would have one and only one  
23 opportunity to submit everything for his review  
24 and approval.

25 Q So this was a one-on-one conversation, correct?

1 A That is correct.

2 Q There were no e-mails or other kind of written  
3 communication between you about this?

4 A No.

5 Q After you submitted the expenses through  
6 Ms. Gladd and Ms. Wadman, did you have any  
7 discussion with Mr. Shafer about them?

8 A No. All of the discussion with Mr. Shafer  
9 happened prior to submission. The only thing  
10 that Mr. Shafer referenced in terms of the  
11 expenses was not approval or denial, but tried  
12 to utilize that expense reimbursement as part  
13 of the negotiations that First Place was trying  
14 to have me enter into with the agreements that  
15 were presented at the end of 2013.

16 MS. KRAMER: Can we take a  
17 quick break? I want to just touch base with  
18 Gary and get a cup of coffee.

19 MR. WARE: Sure.

20 MS. KRAMER: Thank you.

21 THE VIDEOGRAPHER: Off the  
22 record. The time is 9:57.

23 (Short break taken.)

24 THE VIDEOGRAPHER: Back on the  
25 record. The time is 10:02.

1 BY MR. WARE:

2 Q Okay. Mr. Kausmeyer, before we took our break,  
3 you had just indicated that you had had no  
4 discussions with Mr. Shafer after submitting  
5 the reimbursement request in April of 2013 and  
6 no discussion directly with him. Is that right?

7 A That is correct.

8 Q And the next time you had any discussions  
9 relating to that reimbursement request was in  
10 connection with negotiations of agreements  
11 around the termination of your employment?

12 A That is correct.

13 Q Did anyone ever indicate to you at First Place  
14 Bank or Talmer that Mr. Shafer had signed off  
15 on your reimbursement request?

16 A No one indicated that.

17 Q And you never received any document indicating  
18 that I take it?

19 A No.

20 Q That statement's correct?

21 A That statement's correct.

22 Q And I take it you didn't follow up with  
23 Mr. Shafer or anyone else until again there  
24 were these discussions about around the  
25 agreements as part of the termination of your

1 employment?

2 A No.

3 Q Is that correct?

4 A That's correct.

5 Q And do you recall the amount of the  
6 reimbursement request that you made in April of  
7 2013?

8 A I do not at this time recall. I do know I was  
9 expecting a sizeable reimbursement, but I don't  
10 have the exact amount. When we produce the  
11 reports, we'll be able to see what was there.

12 Q And in April of 2013, did you submit any other  
13 request for reimbursement other than what you  
14 submitted to Mr. Shafer through his secretary?

15 A No.

16 Q So it was only one request for reimbursement?

17 A With receipts, correct.

18 Q Was there any other -- and let's just be clear.  
19 We're talking about reimbursement for costs  
20 associated with your relocation and temporary  
21 housing and travel and so forth; is that right?

22 A That's part of it, yes.

23 Q Were there other things that were part of it?

24 A Yes.

25 Q What other things were part of it?



1 A Normal business expenses that were incurred.

2 Q So the request included a request for normal  
3 business expenses that you had for things like  
4 I take it travel or meals that you incurred on  
5 behalf of your work at First Place Bank?

6 A Correct.

7 Q And in terms of the actual document that you  
8 submitted, was this one document laying out all  
9 these expenses, or did you submit separate  
10 documents for the work-related expenses versus  
11 the relocation expenses?

12 A I don't recall specifically how. They were  
13 just denoted as expenses with supporting  
14 documentation.

15 Q But you recall it being sort of all together in  
16 one collection?

17 A Voluminous, yes, yes.

18 Q With respect to the form, do you recall whether  
19 there was a separate form for the relocation  
20 expenses and housing expenses versus a form  
21 that you had for the business expenses, or was  
22 it all collected on one form?

23 A It was all on one form.

24 Q All on one form.

25 A I don't believe the bank had separate documents

1 for any of that.

2 Q So your recollection as you sit here today is  
3 you made one request for reimbursement of  
4 expenses that included your relocation, housing  
5 and regular business expenses that were all  
6 collected and delineated on a single form with  
7 receipts attached?

8 A Correct.

9 Q And you indicated that you didn't have certain  
10 receipts for some of the things. What were the  
11 things you didn't have receipts for?

12 A Same expenses on a different form.

13 Q I'm sorry. Could you explain that?

14 A So there would have been other expenses in  
15 regards to the move or normal business expenses  
16 that did not have receipts associated with it  
17 and I would have to locate.

18 Q So were those other expenses things that you  
19 listed on your form but just didn't support  
20 with receipts, or did you just not submit for  
21 those?

22 A There was two separate forms created; one with  
23 receipts, one without. With receipts  
24 submitted; without was the discussion items  
25 related to the termination agreements at the

1 end of the year.

2 Q Okay. So now I'm confused. So you had -- at  
3 the time you submitted all of your expenses in  
4 April of 2013, you're saying you actually had  
5 some you didn't submit?

6 A Correct.

7 Q So you submitted -- I thought I heard your  
8 testimony was you submitted everything,  
9 including the ones that you couldn't support  
10 with receipts, in April of 2013.

11 A With receipts.

12 Q I'm sorry. What do you mean by that?

13 A Only expenses that had receipts were submitted  
14 in April of '13. Those without, I had to  
15 locate and would have to submit at a later date.

16 Q And you don't recall the amount that you  
17 submitted in April of 2013, correct?

18 A Do not recall, no.

19 Q And do you recall the amount that was  
20 outstanding that you didn't have receipts for  
21 in April of 2013?

22 A I do not recall.

23 Q And have you since -- or at any time since  
24 April of 2013, did you locate the receipts for  
25 those things that you didn't submit?

1 A For some expenses, yes.

2 Q And when did you locate those?

3 A I don't recall. It would have been --

4 Q Is it after -- oh, go ahead.

5 A It would have been sometime after.

6 Q After your employment at First Place Bank was  
7 terminated?

8 A Correct.

9 Q So --

10 A And termination for me would have been July of  
11 2013.

12 Q So it was sometime after July of 2013?

13 A Correct.

14 Q Was it after November of 2013?

15 A In the move the following month, additional  
16 documentation I did uncover when I was packing  
17 up, so yes, there would have been receipts  
18 located at that time as well.

19 Q The following month meaning December of 2013?

20 A Correct.

21 Q All right. So you located some of those  
22 receipts in December of 2013 that you hadn't  
23 had in April of 2013?

24 A Correct.

25 Q In between April of 2013 and December of 2013,

1 had you located any of those receipts for  
2 expenses that you had not yet submitted to  
3 First Place Bank?

4 A Yes.

5 Q And what did you do? Did you make another  
6 submission?

7 A The second form of expenses with no receipts, I  
8 was trying to find each of those receipts to  
9 submit one document. I couldn't reproduce. I  
10 didn't have an ability to reproduce, so it was  
11 either find the receipts and submit as one or  
12 not submit.

13 Q I'm not sure I understand your response. Did  
14 you submit any requests for reimbursement to  
15 First Place Bank after April of 2013?

16 A No.

17 Q Did you supplement any requests for  
18 reimbursement that you had previously submitted  
19 to First Place Bank at any time -- with  
20 receipts at any time after April of 2013?

21 A I'm sorry. Can you repeat that?

22 Q Sure. I just want to be 100 percent clear.

23 You indicated after April of 2013, you  
24 never submitted any requests for reimbursement  
25 of expenses to First Place Bank. Is that

1 right?

2 A Correct. Correct.

3 Q And my question is, did you ever provide  
4 receipts that you found after April of 2013 to  
5 anyone at First Place Bank.

6 A No.

7 Q So whatever you may have found after April of  
8 2013, those were never submitted to First Place  
9 Bank; is that correct?

10 A Correct.

11 Q And you don't recall as you sit here today what  
12 the amount of those undocumented expenses was?

13 A I do not.

14 Q And do you have any way of coming up with that  
15 number as you sit here today?

16 A I do.

17 Q What way would that be?

18 A Locating the forms.

19 Q So the forms, the copy of the forms would have  
20 had the number for the undocumented expenses?

21 A Correct.

22 Q And did you ever submit the form for the  
23 undocumented expenses to First Place Bank?

24 A No.

25 Q So you just kept that in your files?

1 A Correct.

2 Q And that's one that you haven't yet produced in  
3 this case? It's still --

4 A Correct.

5 Q -- in your boxes; is that right?

6 A Correct.

7 Q And you indicated that you moved, but you gave  
8 me a home address of Boca Raton. Did you move  
9 in Boca Raton recently?

10 A No.

11 Q So what move are we talking about here?

12 A I have -- directly from Ohio, I had attended  
13 school in Nashville, so I moved to Nashville  
14 temporarily to complete the degree, and I  
15 commuted weekly from New Mexico back and forth  
16 across country.

17 Q From New Mexico to Nashville?

18 A Correct, and then to Florida.

19 Q And so in what -- in connection with what,  
20 which one of those activities, did you have  
21 boxes of things that you had packed up?

22 A Well, for the first move out of Ohio, that's  
23 when everything would have been packed.

24 Q So we're talking about boxes that you've had  
25 somewhere since December of 2013?

1 A Correct.

2 Q And do you know where those boxes are?

3 A I do.

4 Q Where are they?

5 A They are currently in California.

6 Q Okay. And where are they in California?

7 A In the garage -- in a garage in storage.

8 Q And why did you move them to California? You  
9 had just indicated you were going from --

10 A I will be relocating next month permanently to  
11 California.

12 Q So you have sent them to California in  
13 anticipation of relocating?

14 A Correct.

15 Q And when will this move occur?

16 A President's Day weekend.

17 Q You had indicated a little while ago that the  
18 senior vice president of human resources had  
19 told you that expenses were to be submitted two  
20 times per year. Who was that person?

21 A That would have been the executive vice  
22 president, Rob Kowalski.

23 Q And was there some policy at First Place Bank  
24 to only submit expenses twice a year?

25 A Mr. Kowalski represented there was no formal



1 policy in place.

2 Q And was this with respect to just the  
3 relocation and temporary housing expenses that  
4 are mentioned in Exhibit Number 1, or was this  
5 generally with all business expenses?

6 A Mr. Kowalski did not delineate between the two.

7 Q And did you ever check with anyone else about  
8 this idea that you're only supposed to submit  
9 expenses two times a year?

10 A No.

11 Q And I take it you never saw any written policy  
12 or any written directive that indicated you  
13 should only submit expenses two times a year?

14 A No.

15 Q And you had also indicated that you were unable  
16 to submit your expenses because the first CEO  
17 was under investigation, the next CEO had not  
18 received a non-objection letter from the OCC.  
19 Why is it that you felt that you had to submit  
20 expenses directly to the CEO?

21 A That was communicated by HR, that CEO needed  
22 approval of expenses prior to reimbursement.

23 Q And so my question is why did you need to  
24 actually submit them to the CEO. Couldn't you  
25 submit them through HR?

1 A HR's direction was to submit to the CEO.

2 Q And who in HR told you you had to submit them  
3 directly to the CEO?

4 A Rob Kowalski.

5 Q And did you ever seek to submit them to  
6 Mr. Lewis, or did you just decide for yourself,  
7 because he was under investigation, I'm not  
8 going to submit them?

9 A Mr. Lewis was never approached in regard to my  
10 expenses.

11 Q So you decided for yourself not to submit them?

12 A That's correct.

13 Q And same question with respect to the next  
14 person that temporarily occupied that position,  
15 and I didn't get his name.

16 A Hugh Dunham.

17 Q Mr. Dunham. Did you seek to submit? Did you  
18 ask him --

19 A Yes.

20 Q -- "Can I submit?"

21 A Yes. And he replied that after receiving  
22 non-objection, he'd be happy to.

23 Q And in all of this time up till April 2013, did  
24 you submit any requests for reimbursement of  
25 expenses at First Place Bank?

1 A Nothing more in addition than we've already  
2 discussed.

3 Q And I don't think we've discussed any other  
4 than April of 2013.

5 A The submission to Mr. Dunham was my first  
6 approach with the new CEO, and then the second  
7 approach was with Mr. Shafer in February of '13.

8 Q But you didn't actually give Mr. Dunham any  
9 requests for reimbursement, correct? You only  
10 had a discussion with him?

11 A Correct.

12 Q About the possibility of giving it to him?

13 A Correct.

14 Q So the question is did you actually make any  
15 request for reimbursement, submit forms or  
16 receipts, ask for reimbursement to anyone at  
17 First Place Bank before you made your submission  
18 in April of 2013.

19 A No.

20 - - - - -

21 (Plaintiff's Exhibit No. 2 was marked.)

22 - - - - -

23 Q All right. I'm going to show you what's been  
24 marked as Exhibit 2 for purposes of your  
25 deposition, and do you recognize this document?

1 A I do.

2 Q This is the Responses to Plaintiff's First Set  
3 of Interrogatories and Requests for Admissions  
4 that we received from your counsel. I take it  
5 you would have reviewed these responses and  
6 provided the information for them. Is that  
7 right?

8 A Correct.

9 Q And in response to interrogatory 2, it's on  
10 page 2, at the end of that response you  
11 indicate that you "incurred temporary housing  
12 expenses of at least \$5,700 (\$950 per month for  
13 6 months)." Do you see that?

14 A Yes.

15 Q And who did you incur those housing expenses  
16 to? Who did you pay them to?

17 A The apartment complex where I resided.

18 Q And what was the name of that complex?

19 A Sawgrass Apartments.

20 Q And how did you pay Sawgrass Apartments?

21 A Personal check.

22 Q So you would have personal checks or copies of  
23 personal checks that your bank would have from  
24 this time period for each of those payments; is  
25 that right?

1 A I do not know the answer to that.

2 Q Do you know whether the \$5,700 referenced here  
3 was part of your submission in April of 2013?

4 A Yes.

5 Q Yes, you do know that it was?

6 A Yes.

7 Q So these are things that you did at that time  
8 at least have documentation of?

9 A Correct.

10 Q And it's your belief that you have the  
11 documentation in your possession even today?

12 A Correct.

13 Q That they're in boxes that you haven't been  
14 able to obtain?

15 A Correct.

16 Q Now, you produced to us, and we're going to  
17 talk about these later in detail, but you  
18 produced to us documents relating to various  
19 expenses that you had mostly in 2011 and 2012.  
20 Were the documents you produced to us documents  
21 that reflect expenses that you had requested  
22 reimbursement for from First Place Bank?

23 A I would need to see which documents you're  
24 referencing.

25 Q Okay. We'll do that in a little while.

1                   Did you have responsibility for  
2                   compliance at First Place Bank?

3     A     I did.

4     Q     And what did you have to do with respect to  
5                   compliance?

6     A     I oversaw and managed the function.

7     Q     And so would that have included the bank's  
8                   compliance with the orders from the OCC?

9     A     Upon initial employment, no, but I did inherit  
10                  the responsibility.

11    Q     And when did you inherit that responsibility?

12    A     I don't recall the exact date, but it had to be  
13                  sometime between June of 2011 and June of 2012.

14    Q     And who did you inherit that responsibility  
15                  from?

16    A     CEO Steve Lewis.

17    Q     So after Mr. Lewis left the bank, that became  
18                  your responsibility?

19    A     I don't know if it occurred prior to or post  
20                  departure. I don't recall.

21    Q     And what did you have to do? I mean what were  
22                  your principal responsibilities in terms of the  
23                  bank's compliance with orders from OCC?

24    A     To oversee corrective actions and to document  
25                  those corrective actions.

1 Q Did you communicate with the OCC in this  
2 regard?

3 A Yes.

4 Q And how would you have those communications  
5 with OCC?

6 A Paper submission, e-mail, phone.

7 Q Was there a particular person at OCC that you  
8 primarily communicated with?

9 A Steven Kime.

10 Q And can you spell that?

11 A K-i-m-e.

12 Q And was there a time that that responsibility  
13 was transitioned away from you?

14 A Yes.

15 Q When was that?

16 A After the Talmer acquisition.

17 Q And do you recall more specifically when that  
18 was?

19 A Sometime between January and April of 2013.

20 Q And why do you say April of 2013?

21 A That's when the formal communication was  
22 produced that I was no longer responsible for  
23 that area.

24 Q What did you receive in April of 2013?

25 A The same communication everybody in the bank

1 did.

2 Q Which is what?

3 A That Tim Regan from Talmer now has sole  
4 responsibility for each of these areas.

5 Q For each of these areas meaning what?

6 A Compliance with consenter.

7 Q Any other areas?

8 A Internal audit, security, BSA.

9 Q And you said BSA. What's BSA?

10 A Bank Secrecy Act.

11 Q Any other items?

12 A Loan review was transitioned out as well as  
13 appraisal review. Corporate information  
14 security was transitioned out.

15 Q And these changes occurred in April of 2013?

16 A That was the formal communication.

17 Q So that's when they took effect?

18 A That's when it was formally communicated  
19 bank-wide, but the changes predated the  
20 communication.

21 Q And was there any communication to you about  
22 those changes before April of 2013?

23 A I saw the e-mail for the first time as  
24 everybody else did.

25 Q In April of 2013?



1 A Correct.

2 Q So there was no statement to you, whether  
3 through documents or verbally, that those  
4 changes were going to occur until April of  
5 2013?

6 A I read the communication for the first time in  
7 April of 2013.

8 Q Correct. And my question is broader than that.  
9 I'm saying there was no statement to you at all  
10 before April of 2013 that those changes were  
11 taking place.

12 A No.

13 Q Is that correct?

14 A That is correct.

15 Q And so up until April of 2013, it was simply  
16 your sense that they would take place?

17 A The sense from my directs was that I was no  
18 longer in charge because there being directives  
19 from Talmer.

20 Q And when you say your "directs," those are the  
21 people that were reporting to you?

22 A Correct.

23 Q So they were receiving direction from Talmer  
24 and that gave you the impression that you were  
25 no longer in charge?

1 A Correct.

2 Q And when did that direction start?

3 A I don't know that there's a specific date where  
4 we can say it began.

5 Q Did there come a time that you went on leave?

6 A I was walked out of First Place Bank the day  
7 after I submitted my termination for good cause.

8 Q Who walked you out?

9 A Greg Carr.

10 Q All right. And you indicated that you were  
11 terminated at that time?

12 A I submitted my termination for good cause the  
13 day before.

14 Q Did that in your mind terminate your employment  
15 with First Place Bank?

16 A Yes.

17 Q And did Mr. Carr indicate to you that your  
18 employment would be terminated?

19 A Mr. Carr did not speak of the termination for  
20 good cause.

21 Q All right. Well, let's take a look at that.

22 - - - - -

23 (Plaintiff's Exhibit No. 3 was marked.)

24 - - - - -

25 Q I'm showing you what's been marked as Exhibit

1           Number 3 for purposes of your deposition. And  
2           do you recognize this as an e-mail that you  
3           sent to -- well, this is indicated to yourself  
4           at the bottom, but then above that, there's an  
5           e-mail from you to Mr. Shafer dated July 12th,  
6           2013. Do you see that?

7    A    Yes.

8    Q    And attached to this e-mail is a document  
9           entitled Notice of Condition Leading to  
10          Termination for Good Reason. Do you see that?

11   A    Yes.

12   Q    And you e-mailed this to Mr. Shafer on July 12,  
13          correct?

14   A    The document was e-mailed and delivered in hard  
15          copy.

16   Q    And did you personally deliver it in hard copy?

17   A    I did.

18   Q    Did you hand it to Mr. Shafer?

19   A    Mr. Shafer was not in Ohio at the time and Kim  
20          Wadman, his assistant, received it.

21   Q    So you handed her the document entitled Notice  
22          of Condition Leading to Termination for Good  
23          Reason and asked her to give it to Mr. Shafer?

24   A    That's correct.

25   Q    And that would have occurred around the same

1 time that you sent the e-mail?

2 A Exactly the same time.

3 Q So 5:03 p.m. on July 12th?

4 A Correct.

5 Q And did you have any discussions about this  
6 notice with anyone at First Place Bank on  
7 July 12th, 2013?

8 A No.

9 Q So that I take it you left and went home for  
10 the night after you handed this in?

11 A I don't recall immediately leaving. I probably  
12 continued to work that day.

13 Q So you worked, but then ultimately went home  
14 for the evening at some point, correct?

15 A At some point, yes.

16 Q And then came back to work the next day; is  
17 that right?

18 A On Monday, yes.

19 Q So this was a Friday?

20 A Correct.

21 Q So you came back in on Monday. Were you  
22 believing that you were going to continue to be  
23 employed at First Place Bank or were you coming  
24 in to collect your things?

25 A I don't recall the frame of mind on Monday

1 other than I showed up for work.

2 Q Well, did you believe you had submitted  
3 essentially a resignation letter to First Place  
4 Bank on that Friday?

5 A I submitted Termination for Good Reason on the  
6 previous Friday which gave the bank 30 days to  
7 address.

8 Q And in that 30 days, was it your understanding  
9 that you would remain employed by First Place  
10 Bank?

11 A For 30 days, correct.

12 Q And at some point, Mr. Carr approached you and  
13 asked you to leave?

14 A No.

15 Q How did it come about that Mr. Carr walked you  
16 out of the offices as you indicated?

17 A Mr. Carr sought me out from a meeting in the  
18 first floor of the bank, asked me to come to  
19 the legal conference room, and upon entering  
20 the legal conference room, it was full of First  
21 Place Bank HR and legal staff.

22 Q Okay. What happened after that?

23 A I essentially was told that I'd be walked out  
24 the door and most of that conversation was a  
25 blur.

1 Q Do you recall anything at all from that  
2 discussion?

3 A Essentially I was being walked out. Yeah. I  
4 was asked to return my badge, my system access  
5 had been eliminated, and I was given a box and  
6 some time to clean out some personal effects  
7 from my office.

8 Q And were you told that you were being placed on  
9 suspension or leave or were you told that you  
10 were being terminated, or do you recall  
11 anything like that?

12 A I don't recall what the formality was.

13 Q Did you discuss this Notice of Condition  
14 Leading to Termination for Good Reason with  
15 anyone other than this meeting that you just  
16 testified about that you were asked to attend  
17 with Mr. Carr?

18 MS. KRAMER: Objection.  
19 You can go ahead and answer, Gary.

20 A I don't understand the question.

21 Q Other than what you've indicated in connection  
22 with your discussion with Mr. Carr and anyone  
23 else in the legal conference room as you  
24 testified, did you have any discussion with  
25 anyone about this notice that you submitted on

1 July 12th?

2 A Are we speaking of individuals at the bank?

3 Q Actually, I'm speaking of anyone.

4 A Outside of counsel, I don't believe so.

5 Q So just so we're clear, you submitted this on  
6 Friday, July 12th at the end of the day, you  
7 came back to work on Monday, you were working  
8 for some period of time until Mr. Carr pulled  
9 you out of the meeting and asked you to go to a  
10 conference room with other people. Is that  
11 right?

12 A Correct.

13 Q At that point in time, you were told that you  
14 were going to be walked out of the bank, but  
15 you don't recall anything else from that  
16 discussion?

17 A Correct. I remember turning my badge in.

18 Q You turned your badge in and were told that  
19 your access was going to be terminated at that  
20 point; is that right?

21 A Correct.

22 Q And then you collected your things and were  
23 walked out by Mr. Carr; is that right?

24 A Correct.

25 Q You did not on that day talk with anyone else

1 at the bank about this Notice of Condition  
2 Leading to Termination for Good Reason; is that  
3 right?

4 A Correct.

5 Q Now, is it correct that prior to submitting  
6 this notice, you had received legal counsel  
7 about this?

8 A Correct.

9 Q Who was your legal counsel at that time?

10 A I worked with an individual named Neil  
11 Klingshirn.

12 Q And when did you first meet with Mr. Klingshirn  
13 about this?

14 MS. KRAMER: Objection.  
15 You can answer to the extent that you're not  
16 going to reveal any confidential communications,  
17 but --

18 Q Yes. I'm just looking for a date.

19 A It would have been prior to July 12th. I don't  
20 recall.

21 Q And do you recall how long prior?

22 A I don't recall.

23 Q In the notice, which is Exhibit 3, you indicate  
24 in the second line, "Specifically, since  
25 April 15, 2013, First Place Bank has materially



1 demoted me, reassigned to me duties and  
2 responsibilities that are not consistent with  
3 my experience, expertise and position,"  
4 et cetera. Do you see that?

5 A Yes.

6 Q And the date April 15, 2013, is that in  
7 relation to the e-mail notice that you  
8 testified about earlier concerning Mr. Regan's  
9 responsibilities?

10 A Correct.

11 Q So in terms of the Notice of Condition Leading  
12 to Termination for Good Reason, you were  
13 focused on that April 15th date?

14 A Correct.

15 Q And why did you wait until July 12th to submit  
16 this notice if you had received this demotion  
17 on April 15?

18 A Change in Control provided that I must  
19 communicate in writing within 90 days of the  
20 event that led to Termination for Good Reason.

21 Q So that would have given you essentially a  
22 deadline of July 15th, right?

23 A Correct.

24 Q But why did you wait until July 12th to submit  
25 it?

1 A It took that long to compose.

2 Q But you believe that the claim essentially  
3 under the Change in Control Agreement had  
4 arisen as of April 15, 2013?

5 MS. KRAMER: Objection.  
6 You can go ahead and answer.

7 A That's correct.

8 Q And do you recall mentioning this claim to  
9 anyone else at First Place Bank or Talmer  
10 before you submitted it on July 12th?

11 A No.

12 - - - - -

13 (Plaintiff's Exhibit No. 4 was marked.)

14 - - - - -

15 Q I'm going to hand you what's been marked as  
16 Exhibit Number 4 for purposes of your  
17 deposition. All right. And this is an e-mail  
18 chain.

19 If you go to the bottom, it starts with  
20 an e-mail from you to Mr. Regan, Friday,  
21 June 28th at 9:56 p.m. Do you see that?

22 A Yes.

23 Q And do you recall writing this e-mail?

24 A If I have an opportunity to read it, I will --

25 Q Yes, please. Go ahead.

1 A -- answer that.

2 Q You've had a chance to look at that?

3 A Yes.

4 Q Do you recall writing the e-mail at the bottom  
5 which is Friday, June 28th at 9:56 p.m.?

6 A I vaguely remember this, yes.

7 Q And you indicate that you've "experienced a  
8 material change in" your "job responsibilities  
9 during the two-year period where I am legally  
10 protected by a Change of Control Agreement,"  
11 correct?

12 A Yes.

13 Q And you said, "This document is now going to  
14 serve as the beginning of a conversation with  
15 individuals at First Place Bank who are  
16 responsible for addressing such matters,"  
17 correct?

18 A Yes.

19 Q And so you were anticipating after essentially  
20 giving notice that you believed you had a claim  
21 under the Change in Control Agreement, that  
22 there would be a discussion with folks at First  
23 Place Bank?

24 MS. KRAMER: Objection.

25 You can go ahead and answer.

1 A I'm sorry. Could you repeat your question?

2 Q Sure.

3 You believed after you submitted notice  
4 in this document, as you state, "This document  
5 is now going to serve as the beginning of a  
6 conversation," you believed that this would  
7 start a discussion with folks at First Place  
8 Bank?

9 A In regards to the job description, yes.

10 Q Okay. And Mr. Regan responds that "OCC"  
11 "formally prohibited First Place from renewing  
12 the Change in Control Agreement that you  
13 reference. As such, it was terminated." Do  
14 you see that?

15 A Yes.

16 Q So you were aware at this point that it was the  
17 bank's position that you would not be entitled  
18 to any reimbursement or any payment under the  
19 Change in Control Agreement?

20 A Yes.

21 Q And you indicate in response that, other than  
22 your name, "the first paragraph was copied and  
23 pasted." What do you base that on?

24 A There was I believe another e-mail that had the  
25 exact same language that either was forwarded

1 to me or I had purview to review and it was  
2 exactly the same e-mail that was provided to me.

3 Q And do you recall who that e-mail was from?

4 A I do not.

5 Q All right. I just want to show you Exhibit 5  
6 which is another e-mail chain.

7 - - - - -

8 (Plaintiff's Exhibit No. 5 was marked.)

9 - - - - -

10 Q And if we -- this is an e-mail chain between  
11 you and Mr. Regan that goes back to June 26 of  
12 2013. And you can feel free to look at as much  
13 of it as you'd like, but I want to ask you a  
14 question about the e-mail on the first page  
15 from Mr. Regan to you dated Friday, June 28th  
16 at 2:52 p.m.

17 A 2:52. Okay.

18 Q And he indicates, he finds the update on your  
19 proposed surgery good news, keep him informed,  
20 and that he's "happy to hear" you're "available  
21 to continue with your oversight of the OCC  
22 related items," but he would "still like to  
23 plan in the event that your schedule changes  
24 and" "follow through with" his "request for a  
25 complete list of items that you are working on

1 or have the responsibility for ensuring" "are  
2 complete." Do you see that?

3 A Yes.

4 Q And you respond at 4:23 on the same day that  
5 you would do that after hours because you  
6 needed to speak with the people who reported to  
7 you; is that right?

8 MS. KRAMER: Objection.

9 A All I reference is "folks." I don't reference  
10 who those folks were and I don't recall the  
11 context of that statement.

12 Q Okay. But you needed to finish your work  
13 during the day while people were available is  
14 the context?

15 A Yes.

16 Q And so when we look at the document Exhibit 4  
17 we were just looking at, which is the same day  
18 as this e-mail exchange we just saw in  
19 Exhibit 5, June 28th, it would be correct that  
20 the e-mail you sent June 28th, 9:56 p.m. was  
21 your further response to Mr. Regan's request  
22 for the list of items you're working on?

23 A That's what it appears, yes.

24 Q When you had indicated in the e-mail in  
25 Exhibit 4 that you wanted to start a

1 conversation, did you anticipate some  
2 negotiation with the folks at First Place Bank  
3 about your claim under the Change in Control  
4 Agreement?

5 A I don't recall if that was the context of the  
6 conversation.

7 Q And after July 12th -- excuse me. After  
8 July 15th when you indicated that you were  
9 walked out of First Place Bank, when was the  
10 next communication with anyone at First Place  
11 Bank that you recall?

12 A I was told on July 15th, which was a Monday,  
13 that I would be contacted by that Friday by  
14 someone from the bank.

15 Q You were told this before you left or you were  
16 contacted at home?

17 A Before I left.

18 Q Who told you that?

19 A I don't recall who in the conference room.

20 Q And when was the next communication after  
21 July 15th that you recall receiving?

22 A Friday, July 19th came and passed with no  
23 communication from anyone with the bank.

24 Q My question is when was the next communication  
25 that you received.

1 A It would have been sometime after that.

2 Q Do you recall when it was?

3 A I do not.

4 Q And do you recall who made that communication?

5 A I do not.

6 Q Did you reach out to the bank at any point  
7 after that?

8 A No, I did not.

9 Q Now, you just indicated that you were told on  
10 July 15th in the meeting in the legal  
11 conference room that you would be contacted by  
12 Friday, July 19th. Is there anything else from  
13 that discussion that you now recall?

14 A That was pretty much the next deliverable point  
15 of contact, so all I knew is that I was being  
16 walked out and I would hear something by Friday.

17 Q And you don't recall anything else from that  
18 discussion that was said to you?

19 A Nothing -- nothing specific. I mean there was  
20 conversation, but I don't recall specific.

21 Q And you've testified, whether general or  
22 specific, you've already testified as to  
23 everything you recall happening in that meeting  
24 on July 15th that you can remember?

25 A Yes.



1                                   - - - - -

2                   (Plaintiff's Exhibit No. 6 was marked.)

3                                   - - - - -

4    Q    I'm going to show you what's been marked  
5           Exhibit 6 for purposes of your deposition, and  
6           this is an e-mail to you at your Gmail address  
7           dated September 2, 2013 from Sandy Kuohn at the  
8           bottom. Do you see that?

9    A    Yes.

10   Q    And then above that, there is another e-mail  
11          the next day from Ms. Kuohn to you as well. Do  
12          you see that?

13   A    Yes.

14   Q    And she indicates that, "We're now ending your  
15          Administrative Leave/Suspension and requesting  
16          that you return to work this Thursday,  
17          September 5th at 8:30 a.m. in Warren."

18          Do you recall receiving that e-mail?

19   A    Yes.

20   Q    And would that have been the first  
21          communication that you had received from  
22          anybody at First Place Bank or Talmer since  
23          July 15 of 2013?

24   A    There had to be prior communication.

25   Q    Okay. And why do you say that?

1 A Because my surgery was at the end of July and  
2 somebody would have been made aware of that.

3 Q Who would have been made aware of that?

4 A Human resources.

5 Q And you would have called them and told them  
6 that?

7 A I don't recall how they were contacted, but I  
8 do recall receiving FMLA paperwork from human  
9 resources.

10 Q FMLA paperwork from human resources, you recall  
11 receiving that sometime between July 15, 2013  
12 and September 2, 2013?

13 A Yes.

14 Q And you would have received those either by  
15 e-mail or in the mail?

16 A Or in person.

17 Q Did you return to First Place Bank between  
18 July 15, 2013 and September 5, 2013?

19 A If I did, it would have been prior to my  
20 surgery, and, again, whether I showed up in  
21 person to receive the documents or they were  
22 mailed, I don't recall.

23 Q Other than your receipt of documents regarding  
24 FMLA leave at some point in July of 2013, do  
25 you recall any other communications with anyone

1 at First Place Bank between July 15, 2013 and  
2 this e-mail that you received from Sandy Kuohn  
3 on September 2, 2013?

4 A There would have had to have been communication,  
5 yes.

6 Q Okay. And so why do you say that?

7 A Between myself and human resources.

8 Q And I just excluded the communication on the  
9 FMLA in that question.

10 A Well, the communications extended beyond FMLA,  
11 so whatever content or context of conversation  
12 outside of FMLA, that would have occurred with  
13 HR as well.

14 Q And what were those communications?

15 A I provided doctors' notes to them, other  
16 documentation they requested.

17 Q And how did you do that?

18 A Again, I'm assuming it would have been in  
19 person. I don't recall mailing anything in, so  
20 I believe I would have had to have met with  
21 somebody at the institution.

22 Q So you came in and dropped off documentation  
23 relating to your medical situation?

24 A I had to, yes, deliver -- deliver that  
25 information to them.

1 Q And do you remember the name of anyone you  
2 coordinated with or communicated with regarding  
3 these matters?

4 A Our employees in HR. I remember Donna Boggs  
5 would have been one point of contact. She was  
6 in HR.

7 Q And do you recall how many times you would have  
8 returned to First Place Bank to have these  
9 communications?

10 A I do not.

11 Q And other than the communications about FMLA  
12 and substantiation of your medical treatment,  
13 did you have any communications with anyone at  
14 First Place Bank between July 15, 2013 and  
15 September 2 of 2013?

16 A As I said earlier, I assume there were. I just  
17 don't recall specifically.

18 Q When you say you "assume there were," what  
19 would those have involved?

20 A The conversation that we just had about pending  
21 surgery, FMLA, providing documentation.

22 Q And I meant to exclude those. Let me try to  
23 see if you can understand this question.

24 Other than the communications that you  
25 just described relating to FMLA and your

1 medical treatment with HR, other than those  
2 communications, do you recall any communications  
3 with anyone at First Place Bank between July 15,  
4 2013 when you left and September 2, 2013 when  
5 you received this e-mail from Sandy Kuohn which  
6 we're looking at as Exhibit 6?

7 A I don't recall specifically.

8 Q And do you recall generally any topics of  
9 communication or anything like that?

10 A There would have been conversations about, you  
11 know, the procedure, and then I do believe at  
12 different points during the recovery process  
13 there would have been updates provided.

14 Q Updates in what regard?

15 A In regards to how I was doing postop.

16 Q And this, again, would have been with HR  
17 people?

18 A I believe so, yes.

19 Q And, again, I really want to get to anything  
20 you remember outside of your communications  
21 with HR. Do you understand that?

22 A Outside of HR, I don't recall being contacted  
23 by anybody at the bank outside of HR.

24 Q And you didn't initiate any contact with  
25 anybody at the bank outside of HR?

1 A I don't believe so.

2 Q And so you would have received this e-mail from  
3 Ms. Kuohn asking that you attend a meeting on  
4 September 5 in Warren; is that right?

5 A Correct.

6 Q And do you recall attending that meeting?

7 A Yes.

8 Q Who was at that meeting?

9 A I do believe Sandy did participate in that  
10 meeting. I believe Mr. Wolfe was probably  
11 present as well as Ms. Tomlinson, Karen  
12 Tomlinson.

13 Q Anyone else that you recall?

14 A I don't recall anybody else being there.

15 Q And do you recall at that meeting that you were  
16 told your leave would be ending?

17 A She -- yes. I mean yeah. From the e-mail, I  
18 knew that walking in.

19 Q What do you recall happening at that meeting?

20 A I believe Ms. Kuohn provided information in  
21 regards to having me permanently leave the  
22 company.

23 Q So were you told that First Place Bank wanted  
24 to arrange for the termination of your  
25 employment?

1 A I believe she had said that, yes.

2 Q And were you offered some options to consider?

3 A Yes.

4 Q And was one of the options essentially that you  
5 would be immediately terminated?

6 A Yes.

7 Q With no severance or anything like that?

8 A Yes.

9 Q Another option would be to agree on a  
10 termination date with a bonus and a severance  
11 arrangement; is that right?

12 A Yes.

13 Q And you guys discussed these options at the  
14 meeting, correct?

15 A Yes.

16 Q And do you recall indicating at the meeting  
17 that you wanted to enter into discussions about  
18 an agreed -- agreed terms for your termination?

19 A Yes.

20 Q And did they indicate to you that they would be  
21 providing documents for you to review?

22 A Yes.

23 Q Other than what we just discussed here, what  
24 you just testified to, do you recall anything  
25 else being discussed at that meeting?

1 A I do recall inquiring about the expense  
2 reimbursements.

3 Q And what do you recall being discussed about  
4 expense reimbursements?

5 A That they would have to check with Mr. Shafer  
6 on the status.

7 Q So you inquired about the status of the expense  
8 reimbursement that you had made in April of  
9 2013, correct?

10 A Correct.

11 Q And they said they would have to check on that?

12 A Correct.

13 Q Anything else other than what you testified to  
14 that you recall happening at that meeting?

15 A I believe that's all I can recall.

16 MR. WARE: It's going to  
17 take me a second to mark these. Do you guys  
18 need a break or -- I don't need one, but if you  
19 want one.

20 THE WITNESS: Sure.

21 THE VIDEOGRAPHER: Off the  
22 record. The time is 10:59.

23 (Short break taken.)

24

25 - - - - -



1 (Plaintiff's Exhibits Nos. 7A, 7B, 7C and  
2 7D were marked.)

3 - - - - -

4 THE VIDEOGRAPHER: Back on the  
5 record. The time is 11:05.

6 BY MR. WARE:

7 Q Mr. Kausmeyer, I'm going to hand you what's  
8 been marked for purposes of our deposition as  
9 7A, 7B, 7C and 7D and they're clipped together  
10 here.

11 A Sure.

12 Q And so if you take a look at this, the first  
13 document, 7A, is an e-mail from you to  
14 Mr. Kowalski dated September 6th, 2013, and  
15 the subject is Documentation for Consideration.  
16 Excuse me. Do you see that e-mail?

17 A Yes.

18 Q And do you recall receiving that?

19 A Yes.

20 Q And he says, "The attached is in follow-up to  
21 our discussion on Thursday. We look forward to  
22 your feedback. Rob."

23 Do you see that?

24 A Yes.

25 Q And do you recall that Mr. Kowalski was a part

1 of that meeting that you had had that you just  
2 testified about on September 5th?

3 A I don't recall specifically. I know I was in  
4 a meeting with Rob at some point in the HR  
5 conference room. Whether it was on that  
6 specific date or not, I can't -- I can't  
7 recall.

8 Q All right. And so then we have as 7B, 7C and  
9 7D the attachments, and do you recognize  
10 Exhibit 7B as the first draft of a cover letter  
11 to you relating to the termination of your  
12 employment?

13 A Yes, this appears to be the first draft.

14 Q And 7C, do you recognize that as the first  
15 draft of the Project Completion Agreement that  
16 Mr. Kowalski sent to you?

17 A Yes.

18 Q And then 7D, would that be the first draft of  
19 the Separation Agreement and General Release  
20 that Mr. Kowalski sent to you?

21 A Yes.

22 Q And do you recall what you did when you  
23 received these documents?

24 A I downloaded and reviewed them.

25 Q Did you review them with counsel?

1 A At some point, yes. I don't recall how  
2 quickly.

3 Q Do you recall discussing them with anyone other  
4 than your counsel or anyone at First Place  
5 Bank?

6 A There were communications between the bank and  
7 myself after receiving these documents.

8 Q Other than communications with the bank, did  
9 you discuss them with anyone other than counsel?

10 A No.

11 Q But after you received these, you discussed  
12 some comments that you had with Sandy Kuohn; is  
13 that right?

14 A Yes. She would have been one individual.

15 Q And did you discuss your comments with anyone  
16 else that you recall?

17 A I believe Sandy took the lead role from that  
18 point forward, and then I believe most of my  
19 communications, if not all, would have been  
20 with or through Sandy.

21 - - - - -

22 (Plaintiff's Exhibit No. 8 was marked.)

23 - - - - -

24 Q I show you what's been marked as Exhibit 8.

25 This is an e-mail exchange between yourself and

1 the folks at First Place Bank. If we go to the  
2 second page, the earliest e-mail, the bottom of  
3 the second page is the e-mail we just looked at  
4 as Exhibit 7 which is the e-mail forwarding the  
5 draft agreement. Do you see that?

6 A Yes.

7 Q And then you, going up the chain, you respond  
8 to Mr. Kowalski's e-mail on Tuesday,  
9 September 10, 2013 and you say, "Despite  
10 forwarding the documents within the hour after  
11 Rob sent them on Friday afternoon, none of the  
12 firms were able to review and discuss with me  
13 on short notice."

14 Are you talking about law firms that you  
15 were going to --

16 A Yes, yes.

17 Q -- discuss with?

18 And then you asked for a reference letter  
19 from the bank. Do you see that?

20 A Yes.

21 Q Ms. Kuohn responds later that day, indicates  
22 that she has a draft recommendation that's  
23 being reviewed and will get it to you the next  
24 day and asks for a conference call the  
25 following Thursday. Do you see that?

1 A Yes.

2 Q Do you recall receiving that recommendation  
3 letter?

4 A Yes.

5 Q And you indicate, "That sounds great!", and you  
6 suggested a conference call?

7 A Yes.

8 Q Do you recall having that call with Ms. Kuohn?

9 A I am certain it happened. I don't recall  
10 specifically when that happened or if, in fact,  
11 it happened on the date that we initially  
12 suggested.

13 Q And I take it you were ultimately able to find  
14 a law firm to help you review the documents?

15 A Yes.

16 Q And what attorney did you use for that purpose?

17 A I believe I was still with Neil Klingshirn at  
18 the time.

19 Q And I know you indicated that you didn't recall  
20 specifically the conference call with Ms. Kuohn,  
21 but do you remember generally that you provided  
22 some comments to her on the agreements that you  
23 had?

24 A Via e-mail, yes.

25 Q You remember comments via e-mail. Do you

1 remember giving your comments over the phone as  
2 well?

3 A I'm sure there were discussion points not  
4 included in the e-mail.

5 - - - - -

6 (Plaintiff's Exhibits Nos. 9A, 9B and 9C  
7 were marked.)

8 - - - - -

9 Q So I'm going to hand you what's been marked for  
10 purposes of our deposition as Exhibits 9A, 9B  
11 and 9C, and these are -- do you recognize these  
12 as subsequent versions of the cover letter,  
13 Project Completion Agreement and Separation  
14 Agreement and General Release that are dated  
15 October 2nd, 2013?

16 A Yes.

17 Q And these are documents that were produced by  
18 you to us. Do you see that on the bottom?

19 A Yes.

20 Q Do you recall receiving these from Ms. Kuohn or  
21 someone else at the bank after you discussed  
22 the initial set of documents you had received  
23 in September?

24 A Yes.

25 MS. KRAMER: I want to

1 note an objection on the record. The first 9A  
2 and 9B have dates of October 2nd on them, but I  
3 don't see any date of October 2nd on 9C, just  
4 for purposes of clarification.

5 Q And do you recall what you did when you would  
6 have received the new documents from First  
7 Place Bank?

8 A I probably would have had them re-reviewed.

9 Q Re-reviewed by your counsel?

10 A And myself, yes.

11 Q And do you recall providing comments on these  
12 documents to the bank?

13 A I'm sure there was additional discussion, yes.

14 - - - - -

15 (Plaintiff's Exhibit No. 10 was marked.)

16 - - - - -

17 Q Okay. Let's take a look at Exhibit 10.  
18 Exhibit 10 is an e-mail or an e-mail chain  
19 starting with an e-mail to you from Ms. Kuohn  
20 on October 8th, 2013 and your response at the  
21 top of the same date to Ms. Kuohn. Do you see  
22 that?

23 A Yes.

24 Q And Ms. Kuohn is responding to a voice mail  
25 that you left her apparently indicating that

1       you were going to provide comments on the  
2       documents. Do you see that?

3     A    Yes.

4     Q    And you state in your response, "I forwarded my  
5       draft e-mail last night for review and expected  
6       an immediate turnaround. I am still waiting to  
7       here back this AM and will forward as soon as I  
8       receive it." Do you see that?

9     A    Yes.

10    Q    Is that talking about your e-mail with comments  
11       on the agreements that you wanted to run by  
12       your attorney first?

13    A    Yes.

14    Q    So when you're talking about "turnaround,"  
15       you're talking about hearing from your attorney  
16       on that?

17    A    Yes.

18                               - - - - -

19                   (Plaintiff's Exhibit No. 11 was marked.)

20                               - - - - -

21    Q    Now I'll show you Exhibit 11, and this is an  
22       e-mail to you from Ms. Kuohn later in the same  
23       day as the e-mails we just looked at in  
24       Exhibit 10, which is October 8th, forwarding  
25       your comments on the document, correct?



1 MS. KRAMER: Objection.

2 This is an e-mail to Sandy from Gary. You  
3 indicated the other way around.

4 MR. WARE: Okay. I  
5 apologize if I did.

6 Q This is an e-mail to Ms. Kuohn from you dated  
7 October 8th, 2013 forwarding your comments on  
8 the documents; is that right?

9 A Yes.

10 Q And I take it -- I don't want to -- I'm not  
11 going to ask you if your attorney made any  
12 particular changes, but just in general, these  
13 are your comments to the document that had been  
14 reviewed by an attorney?

15 MS. KRAMER: Objection. I  
16 don't think he needs to answer that. That gets  
17 into privileged communications.

18 I'm going to instruct you not to answer,  
19 Gary.

20 MR. WARE: I'm not sure  
21 I agree, but that's fine.

22 Q Let me just ask it this way: You sent an  
23 e-mail with your comments on the documents to  
24 an attorney who reviewed that e-mail, and then  
25 subsequently you sent these comments to -- on

1 the documents to Ms. Kuohn, correct?

2 A I don't particularly recall which were my  
3 comments and which were that of counsel.

4 Q Right, and I'm not asking you that, but in  
5 terms of your position with respect to the  
6 agreement, whether it originated from your  
7 counsel or you, these were your comments that  
8 you were forwarding to the bank on the  
9 agreements?

10 A These were the comments that were forwarded to  
11 the bank, yes.

12 Q And you indicated here that you "would be  
13 looking to execute these documents as fast as  
14 they can be approved and updated." Do you see  
15 that?

16 A Yes.

17 Q Were you in Florida at this time?

18 A I don't recall if I was still in Ohio or if I  
19 had already traveled to Florida. At some point  
20 during the negotiations, I was in Florida, yes.

21 Q But you don't remember as of October 8th; is  
22 that right?

23 A I don't recall, no.

24 Q Now, among the comments that you had were  
25 certain comments on the Project Completion

1 Agreement; is that right?

2 A It appears we reference project bonus on page 1  
3 of that e-mail.

4 Q And you're talking about project bonus -- or  
5 you reference project bonus. You're talking  
6 about what we've been calling the Project  
7 Completion Agreement?

8 A Correct.

9 Q And also among your comments is, at the very  
10 bottom of the last page, the second to last  
11 paragraph, you say, "The Bank also agrees to  
12 reimburse the employee for all applicable  
13 business related expenses that will be  
14 submitted no later than" October 11, 2013. Do  
15 you see that?

16 A Correct.

17 Q And that would have been in relation to  
18 expenses you had not previously submitted to  
19 the bank, correct?

20 A Correct.

21 Q And you ultimately did not submit any new  
22 requests for expenses to the bank?

23 A The deadline -- original deadline had passed,  
24 so that would have been three days after this  
25 e-mail, and so it -- yes, there was no

1 submission.

2 Q And there was no submission after this deadline  
3 either, correct?

4 A No. Huh-uh.

5 Q The statement is correct?

6 A The statement is correct.

7 Q Now, there is no reference in this e-mail to  
8 payment of outstanding expenses, is there?

9 A I don't see the difference between that and the  
10 second to last sentence.

11 Q Well, the second to last sentence is talking  
12 about "expenses that will be submitted no later  
13 than" October 11, 2013.

14 A And your question is in regards to the earlier  
15 submission?

16 Q Correct.

17 A Correct. Yes, I would agree with that.

18 Q You would agree that there is no mention of  
19 that in your e-mail?

20 A Correct.

21 Q It's going to take me just a minute. I  
22 apologize.

23 MR. WARE: I'll give you  
24 your copy if you want. This is going to be 12A  
25 continuing through the alphabet and I'll tell

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1           you what we get to.

2                           MS. KRAMER:               Have these  
3           been produced?

4                           MR. WARE:                Yes.

5                           MS. KRAMER:               Were they in  
6           what was produced yesterday?

7                           MR. WARE:                I believe so.  
8           I don't have the Bates number delineation to  
9           know that for sure, but I believe that's  
10          correct. And some of these were also in your  
11          production to us.

12                          MS. KRAMER:               Well, right,  
13          and I'm looking at the first page and it's a  
14          Talmer --

15                          MR. WARE:                Right.

16                          MS. KRAMER:               -- number.

17                          MR. WARE:                Yes.

18   - - - - -

19                          (Plaintiff's Exhibits Nos. 12A through  
20          12K were marked.)

21   - - - - -

22   BY MR. WARE:

23   Q   Mr. Kausmeyer, I'm handing you what's been  
24          marked as Exhibits 12A through 12K. If you  
25          could just take a look through that,

1 familiarize yourself with what's there. You  
2 don't need to read every document. I won't  
3 have questions about all of them.

4 A Do you know which ones you will so I can skim  
5 those real fast?

6 Q Certainly the first e-mail --

7 A Okay.

8 Q -- document, and then I think I will have some  
9 brief questions on what will be -- one second --  
10 12F.

11 A Okay.

12 Q Let me know when you've had a chance to read  
13 the e-mail.

14 A Okay. I've read it.

15 Q Okay. You've read 12A?

16 A Yes.

17 Q Do you recall receiving this e-mail on  
18 October 15, 2013 from Ms. Kuohn?

19 A Yes.

20 Q And this included revised versions of the  
21 agreements that you had been discussing with  
22 the bank along with some other documents,  
23 correct?

24 A Correct.

25 Q And the attachments included the Employee Code

1 of Conduct and Code of Ethics Policy that were  
2 in place at First Place Bank at the time,  
3 correct?

4 A Correct.

5 Q It included up-dated versions and red-lined  
6 versions showing the changes of the cover  
7 letter, the Project Completion Agreement and  
8 the Separation Agreement that we've been  
9 discussing, correct?

10 A Correct.

11 Q And that it also included an Expense  
12 Reimbursement Agreement, correct?

13 A Yes.

14 Q And then, finally, it included some information  
15 regarding COBRA, election for healthcare?

16 A Correct.

17 MS. KRAMER: I just --  
18 just for purposes of clarification, I see that  
19 COBRA is attached, but it's dated August 22nd,  
20 2013, and I don't see any reference to it.  
21 Maybe I'm missing it, but it doesn't --

22 MR. WARE: It's the  
23 scanned 8190, so it was not a -- sent as a Word  
24 document.

25 MS. KRAMER: How are we

1 supposed to know that?

2 MR. WARE: It's produced  
3 with -- the e-mail is something that exists and  
4 has the attachments. These are the attachments  
5 to the e-mail and I'm happy to --

6 MS. KRAMER: All right.  
7 And then --

8 MR. WARE: -- provide  
9 that.

10 MS. KRAMER: -- what is,  
11 there's a Separation Agreement and General  
12 Release for a Friedrich Hayek?

13 MR. WARE: Yes. There  
14 was an error that you'll see Mr. Kausmeyer  
15 noted in a subsequent e-mail as well that had  
16 the wrong name in that document, but this is --  
17 that was the attachment.

18 MS. KRAMER: So, again,  
19 just for purposes of clarification, it looks  
20 like the attachments when you look at page 1 of  
21 12A are a release, Separation Agreement and  
22 General Release, which you describe as the  
23 release and covenant not to sue.

24 It looks like she's saying she's sending  
25 clean and red-lined versions of the Separation



1 Agreement and General Release, but, in fact,  
2 what she sends is a Separation Agreement and  
3 General Release for Frederick Hayek and a  
4 Separation Agreement and General Release for  
5 Gary Kausmeyer.

6 MR. WARE: Right. The  
7 Friedrich Hayek one is the red-lined document,  
8 and, you're right, it had a -- incorrectly  
9 included the wrong name, but that was the  
10 attachment, so that was what was attached.

11 MS. KRAMER: Okay.

12 BY MR. WARE:

13 Q And the e-mail that we've been discussing, 12A  
14 from Ms. Kuohn, you would have read that and  
15 seen the bank's responses to your comments; is  
16 that right?

17 A Yes. They were attached.

18 Q And we've printed this in color so you can tell  
19 where Ms. Kuohn responded to each of your  
20 comments. You can see that in red, correct?

21 A Yes.

22 MS. KRAMER: Was that in  
23 red when Gary originally received the e-mail?

24 MR. WARE: Yes. That's  
25 why we printed it that way.

1 MS. KRAMER: Okay.

2 Q And do you recall whether you sent the revised  
3 versions of the documents, any other documents  
4 to your attorney for review after receiving  
5 them on October 15th?

6 MS. KRAMER: Objection.  
7 You can answer.

8 A I know we had multiple communications. At what  
9 point those communications with the attorney  
10 ceased and after which draft, I don't recall  
11 specifically, but more likely than not, I would  
12 have taken the precaution of forwarding this  
13 back to the attorney for review.

14 Q And if we look at Exhibit 12F, that's a  
15 red-lined version of the Project Completion  
16 Agreement; is that right?

17 A That is a red-lined version.

18 Q So the Project Completion Agreement had been  
19 changed in response to your comments on the  
20 documents; is that correct?

21 A It appears some changes have been incorporated,  
22 yes.

23 Q Okay. And I take it by this point you had read  
24 the Project Completion Agreement certainly more  
25 than once; is that right?

1 A I have reviewed on multiple occasions the  
2 Project Completion Agreement, yes.

3 Q And so you understood that it called for the  
4 payment of a bonus to you of \$26,666 if you met  
5 certain conditions, correct?

6 A That's what the document says, yes.

7 Q And among those conditions was that you would  
8 remain employed at First Place Bank through at  
9 least November 8, 2013, correct?

10 A Are you referencing something specific?

11 Q I'm referencing the Project Completion  
12 Agreement. It would be the third paragraph.

13 A Third paragraph. Let's see. Yes. Yes, that  
14 is correct.

15 Q And you understood that the Project Completion  
16 Agreement had a release provision that released  
17 all claims that you had against First Place  
18 Bank?

19 A Yes.

20 Q And you understood that that included claims  
21 under the Change in Control Agreement?

22 A That I was told did not exist, yes.

23 Q Right, that the bank's position was was not in  
24 place, correct?

25 A Correct.

1 Q But you understood that this release was  
2 intended to and expressly referenced the Change  
3 in Control Agreement?

4 MS. KRAMER: Objection.  
5 You can answer.

6 A I understood that I was waiving a right that  
7 didn't exist.

8 Q Well, you believed it existed I take it?

9 A I had acted in accordance that if it did exist,  
10 I would protect any future claims, but at the  
11 time and based on the bank's activities, they  
12 made clear that they believed it did not exist.

13 Q You hadn't withdrawn your claim that you had  
14 made in the Notice of Termination at that  
15 point, had you?

16 A Had not withdrawn, no.

17 Q You believed you were entitled to a payment  
18 under the Change in Control Agreement at this  
19 time?

20 A Yes.

21 Q And among the other things -- among other  
22 things that the bank indicated in its responses  
23 to your comments was that it accepted your  
24 request for reimbursement of expenses per the  
25 First Place Bank expense policy and the

1 Kausmeyer offer letter. Did you see that?

2 A I do recall reading that, but what page is that  
3 on?

4 Q It's on page what's marked as Talmer 804.

5 A Yes, I see that.

6 - - - - -

7 (Plaintiff's Exhibit No. 13 was marked.)

8 - - - - -

9 Q I'm showing you what's been marked Exhibit 13  
10 and this is another e-mail chain. If you go to  
11 the third page of the document, you'll see that  
12 the first e-mail in the chain is the e-mail  
13 that you sent to Ms. Kuohn with your comments.  
14 Do you see that?

15 A Yes.

16 Q And then we have the e-mail we just looked at  
17 from October 15th that was Ms. Kuohn's e-mail  
18 to you attaching the various new versions of  
19 the documents. Do you see that?

20 A Yes.

21 Q So then one e-mail above that is your response  
22 to that e-mail on October 17, 2013. Do you see  
23 that?

24 A Yes.

25 Q And October 17 was a date that Ms. Kuohn had

1 set for the deadline for you to sign these  
2 documents, correct?

3 A Per her e-mail of October 15, she did note she  
4 was moving the deadline to Thursday, October 17  
5 at 10:00 a.m.

6 Q And so if you look at your e-mail, the top of  
7 the second page of Exhibit 13, you indicated  
8 that you had checked your e-mail and done some  
9 other things in accordance with the bank's  
10 expectations for your job performance, but you  
11 indicate in the second paragraph that it would  
12 be impossible for you to comply with the  
13 deadlines outlined. Do you see that?

14 A Yes.

15 Q And you also say that one of the -- you noted  
16 that one of the red-lined documents did not  
17 have your name on it, correct?

18 A Yes.

19 Q And you indicated you need some time to review  
20 the documents, figure out if anything was  
21 missing, and then you would get back with a  
22 date to come in and execute the final version  
23 of the documents.

24 A Yes.

25 Q Do you see that?

1 A Yes.

2 Q So then Ms. Kuohn responds, if you look at the  
3 first page, the next day, "I understand. Let's  
4 set next Tuesday at 10:00 a.m. That provides a  
5 full week." Do you see that?

6 A Yes.

7 Q All right. And this is October 18 which would  
8 have been a Friday. You respond on October  
9 22nd which would have been that following  
10 Tuesday. Do you see that at the top?

11 A Yes.

12 Q And you indicate that you'll provide a more  
13 appropriate timeline once you receive the  
14 corrected documents and those that are still  
15 missing and, "I have not yet received this list  
16 back, as it has only been 2 business days since  
17 receipt, but I will forward to you for your  
18 action when I receive it." Do you see that?

19 A Yes.

20 Q And were you expecting a list from your  
21 attorney at that point?

22 A I don't recall the origin of the list, but I  
23 felt that I would be able to recognize --  
24 once the additional documents were sent, I'd  
25 reconcile that back to what was requested.

1 That's something that I could have performed.

2 Q Okay. Well, it indicates here you're waiting  
3 for a list from someone and you were going to  
4 forward it to Ms. Kuohn for action when you  
5 received it. Did you see that?

6 A Yes.

7 Q Do you know who you were waiting for a list  
8 from?

9 A I believe it was the bank.

10 Q Well, why would you need to forward it to  
11 Ms. Kuohn when you received it?

12 A Because I need to receive the corrected  
13 documents, and any documents that were still  
14 missing, I would need to receive, have  
15 reviewed, and then forward those back.

16 Q You would forward --

17 A The process for all this has been, bank sends,  
18 I have receipt, have it reviewed, resubmit to  
19 the bank, bank then looks at it, does the same  
20 process, forwards it back, so we're just going  
21 about our normal communication back and forth.

22 Q And you would have done that when you got these  
23 documents?

24 A That I was still waiting on, yes, and then I  
25 would need to have them reviewed.



1                                   - - - - -

2                   (Plaintiff's Exhibit No. 14 was marked.)

3                                   - - - - -

4     Q     Okay.  I'm handing you what's been marked as  
5           Exhibit 14, and, again, this is an e-mail chain  
6           which picks up on the one we were just looking  
7           at.  So if you go down to the second page,  
8           you'll see the e-mail that we just looked at in  
9           Exhibit 13 which is your October 22nd e-mail to  
10          Ms. Kuohn.

11    A     Correct.

12    Q     And she responds that same day.  I think you  
13          had sent it at 12:16 a.m., so you had sent it  
14          essentially in the middle of the night.  She  
15          responded at 8:44 a.m. that Tuesday that she  
16          was traveling, "Please list out what you are  
17          waiting for."  Do you see that?

18    A     Yes.

19    Q     And then later the same day she sends you  
20          another e-mail, says that she's reread your  
21          earlier e-mail and doesn't "see a list of  
22          documents you feel are missing.  Please send  
23          over the list to me today so we can move this  
24          forward."  Do you see that?

25    A     Yes.

1 Q Okay. Do you recall sending Ms. Kuohn that  
2 list at any point?

3 A I do not recall, no.

4 Q And do you recall any discussions with Ms. Kuohn  
5 specifically around this time about completing  
6 the documents for signature?

7 A I had communicated with Ms. Kuohn, yes, on a  
8 number of occasions.

9 Q Right, and I'm asking specifically about this  
10 list or any documents you thought were missing.  
11 Do you recall any verbal communications with  
12 Ms. Kuohn on that topic?

13 A There may have been. I don't recall. But I do  
14 know that eventually the corrected documents  
15 did make their way to me, so there had to be  
16 some sort of communication in order to receive  
17 those.

18 - - - - -

19 (Plaintiff's Exhibit No. 15 was marked.)

20 - - - - -

21 Q Okay. I'm going to show you what's been marked  
22 as Exhibit 15.

23 So you did eventually at some point get  
24 the documents you were looking for that you  
25 thought were missing?

1 A It appears that, yes, they were -- they were  
2 forwarded. The correct documents were  
3 forwarded.

4 Q So what we're looking at in Exhibit 15 is two  
5 e-mails from Ms. Kuohn. I want to focus first  
6 on the one on the second page which actually  
7 you have to look at the bottom of the first  
8 page to get the date which is Monday,  
9 October 28th.

10 A Uh-huh.

11 Q And she sends you an e-mail saying, "We need to  
12 finalize this situation tomorrow. I look  
13 forward to receiving your signed documents and  
14 please let me know if you have any questions  
15 today." Do you see that?

16 A Yes.

17 Q Do you recall getting that e-mail from  
18 Ms. Kuohn?

19 A Yes.

20 Q And had there been discussions prior to that in  
21 which you had indicated that you would be  
22 getting signed documents to her?

23 A I'm sure, yes.

24 Q Before we look at the first one, I want to show  
25 you what's been marked as Exhibit 16.

1 - - - - -

2 (Plaintiff's Exhibit No. 16 was marked.)

3 - - - - -

4 Q So the first e-mail in the chain on Exhibit 15  
5 was dated October 28th at 1:54 p.m., and if you  
6 look at Exhibit 16, you'll see that it's an  
7 e-mail to you from Ms. Kuohn dated the same  
8 day, October 28th, at 2:58 p.m., so, you know,  
9 an hour or two later. Do you see that?

10 A Yes.

11 Q And she indicates she "received your voicemail  
12 from today and" "tried to call you back," but  
13 your voicemail was full, and that she had  
14 previously delivered updated documents. And  
15 then says, "I don't see a need for you to  
16 travel back to take care of this. We just need  
17 you to sign the documents and FedEx them to my  
18 attention."

19 Do you see that?

20 A Yes.

21 Q Do you recall what you had indicated to her in  
22 that voice mail?

23 A It was -- I don't recall, no, I don't.

24 Q Okay. And she says, "Unfortunately, if I don't  
25 get these documents back by end of day

1 tomorrow, Tuesday, I will need to put your  
2 payroll on hold until we resolve any further  
3 issues and receive the signed documents."

4 Do you see that?

5 A Yes.

6 Q And you had been receiving -- up until this  
7 point, you had been receiving your regular  
8 paychecks from First Place Bank; is that right?

9 A As far as I'm aware, yes.

10 Q And she offers to have a conference with your  
11 attorney if there were questions that he or she  
12 had, correct?

13 A Yes.

14 Q So now if we can go back to Exhibit 15 for a  
15 second, there's a document in this same chain,  
16 which is now the next day, October 29, another  
17 e-mail from Ms. Kuohn to you dated -- or dated  
18 October 29th at 1:46 p.m. Did you see that?

19 A Yes.

20 Q And she indicates that she has "not received  
21 anything from you yet. We need to finalize  
22 payroll this afternoon and" hoping that you are  
23 planning to send your documents yet today. If  
24 not, she needs to stop the payroll process,  
25 "payroll payments until we come to a conclusion

1 on" the agreement.

2 Do you see that?

3 A Yes.

4 Q And do you recall any response to her?

5 A If I did respond, it probably would have been  
6 within the agreed upon timeframe of two  
7 business days, so I believe the earliest  
8 response I would have sent back would probably  
9 have been October 30th, if I did.

10 Q And did you understand from these statements  
11 from Ms. Kuohn that she was essentially saying  
12 that the bank would no longer negotiate the  
13 agreements and would revert back to its  
14 position that it was just going to terminate  
15 you if you didn't get the documents back?

16 A When I received it, yes, I would have  
17 understood that.

18 Q And the bank did, in fact, hold your paycheck  
19 that was due on November 1st, correct?

20 A I believe they did, yes.

21 - - - - -

22 (Plaintiff's Exhibit No. 17 was marked.)

23 - - - - -

24 Q All right. I'm going to show you what has been  
25 marked as Exhibit 17. All right.

1           So if we go to the back of this e-mail  
2       chain, you'll see on page 5, it's an e-mail  
3       from you to Ms. Kuohn dated November 1, 2013.  
4       Do you see that?

5    A    Yes.

6    Q    And the subject is Signed Documents.

7    A    Yes.

8    Q    And you indicate, you're "confirming that the  
9       documents are 98% final in our view and close  
10      enough to sign." Did you see that?

11   A    Yes.

12   Q    But at this point, you're in Florida, correct?

13   A    It appears with my reference to my computer  
14      equipment being back at my home office in Ohio  
15      that, yes, and I believe I reference Florida in  
16      the next paragraph.

17   Q    So you're saying that you had no way to  
18      basically print them and send them back; is  
19      that right?

20   A    Correct.

21   Q    And you also indicate that you had, in fact,  
22      communicated with her, correct?

23   A    I said, "I sent you an e-mail and left you a  
24      voicemail Monday letting you know that I was  
25      still" "in Florida and that I would be in touch

1 as soon as possible. "Had I not called and  
2 e-mailed," "then your statement would have been  
3 valid."

4 Q And then you indicate that you were unhappy  
5 with the bank for holding your paycheck "and  
6 the allegations that I would not keep my word  
7 and sign the documents." Do you see that?

8 A Yes.

9 Q So at this point, you had essentially  
10 committed -- in your mind, you had committed  
11 to the bank to sign the documents?

12 A Yes.

13 Q And you were unhappy that the bank wouldn't  
14 take you at your word that you would do that?

15 A I state that I was confused, yes.

16 Q Okay. And then if we go skip down to the  
17 second to last paragraph, you say --

18 MR. WARE: Bless you.

19 MS. KRAMER: Thank you.

20 Q -- if we skip down to the second to last  
21 paragraph --

22 MR. WARE: Bless you  
23 again.

24 Q -- you indicate, "I am open to your suggestions  
25 as to how to proceed, keeping in mind that I am



1 confirming that I am signing the documents."

2 A Yes.

3 Q So at this point, in your mind, you committed  
4 to the bank to sign the documents that have  
5 been submitted to you?

6 A Yes.

7 Q And that included the Project Completion  
8 Agreement and the -- what we've been calling  
9 the Separation Agreement?

10 A I don't delineate that in my e-mail to her, no.

11 Q Right. But in your mind, it would have  
12 included those documents?

13 MS. KRAMER: Objection.

14 A I honestly don't recall I mean what all that  
15 entails. If I had spelled it out, I could  
16 answer that, but I really don't know. There  
17 was more than one document.

18 Q Right. And you don't indicate there's -- "I'm  
19 committing I'm signing the documents except for  
20 anything else," you say, "I'm signing the  
21 documents," correct?

22 A I don't know that I'm -- everything was  
23 100 percent final. I'd say it was 98 percent  
24 final which left -- or clearly communicated in  
25 my mind that everything was not 100 percent

1 final yet, so that is why I probably denoted  
2 98 percent final and not 100 percent.

3 Q But you indicate, "98% final in our view and  
4 close enough to sign," correct?

5 A Yes.

6 Q And then you repeatedly indicate that you were  
7 ready to sign the documents, correct?

8 A Yes.

9 Q And you never indicate, "I'm ready to sign all  
10 the documents except for the Project Completion  
11 Agreement," correct?

12 A I don't spell that out in this e-mail, no.

13 Q And, in fact, that was not in your mind; isn't  
14 that right?

15 MS. KRAMER: Objection.

16 He already testified what was in his mind.

17 MR. WARE: No, he  
18 didn't.

19 Q But that was not in your mind, correct?

20 A I don't recall exactly what was in my mind at  
21 that time.

22 Q You don't recall one way or the other?

23 A I recall feeling comfortable that I would  
24 travel back to sign everything that was deemed  
25 final. Obviously there was some provisions

1           that I was not okay with that, if not resolved,  
2           may or may not have led to my signature of that.

3    Q    But you never indicated that to the bank,  
4           correct?

5                           MS. KRAMER:                   Objection.  
6           You can answer.

7    A    I think through multiple communications, that  
8           they have a sense that I was not happy with  
9           100 percent of all of the documents.

10   Q   Through multiple communications?

11   A    I think we have established through these  
12          e-mails in the back and forth and Talmer saying  
13          they don't agree to everything that there was  
14          certainly a precedent set that there was not  
15          100 percent agreement with the documents.

16   Q    You indicate to the bank on November 1 multiple  
17          times that you're ready to sign the documents,  
18          correct?

19   A    Yes.

20   Q    And you never indicate that there's anything  
21          you're not ready to sign, correct?

22   A    That is correct.

23   Q    And you never ever told the bank that you would  
24          not be ready to sign any specific document in  
25          the stack that had been given to you?

1 A That is correct.

2 Q Now, if we go up in this e-mail chain, Ms. Kuohn  
3 indicates to you on the same day as your  
4 November 1 e-mail, "Thank you for articulating  
5 your intent to sign the documents. What day  
6 next week do you plan to sign them? We will be  
7 available at your convenience to receive and  
8 countersign the documents."

9 Do you see that?

10 A Yes.

11 Q And you indicate you're going to be arriving  
12 back Thursday afternoon, but won't have an  
13 exact time, correct?

14 A Correct.

15 Q You're driving back, right?

16 A Correct.

17 Q So then there's another exchange of documents  
18 indicating your progress on your drive and it  
19 turns out you can't make it to sign the  
20 documents on Thursday, November 7th, correct?

21 A Correct.

22 Q And if you go to the top of the second page,  
23 Ms. Kuohn indicates that she's "sorry for that.  
24 We need the signed documents tomorrow or we  
25 will be terminating you at the end of the day.

1           Unfortunately, we cannot wait any longer.

2           Please let me know what time you plan to bring  
3           the documents to the bank. I will let you know  
4           who is available to meet you."

5                     Do you see that?

6     A     Yes.

7     Q     And your response is, "I would like to meet  
8           after lunch. If the Bank can have two hard  
9           copies of the documents ready to sign, I would  
10          be greatly appreciative."

11                    Do you see that?

12    A     Yes.

13    Q     So you asked for them to actually print out the  
14          documents, have them ready, right?

15    A     Yes.

16    Q     Never asked for any changes, correct?

17                    MS. KRAMER:               Objection.

18          You can answer.

19    A     No new changes, no.

20    Q     No new changes, correct?

21    A     Correct.

22    Q     And Ms. Kuohn suggests 1:30 p.m., correct?

23    A     Yes. She says, "How about 1:30?".

24                    - - - - -

25                    (Plaintiff's Exhibits Nos. 18 and 19 were

1 marked.)

2 - - - - -

3 Q All right. I'm handing you, Mr. Kausmeyer,  
4 what's marked Exhibits 18 and 19. And these  
5 are the signed copies of the Project Completion  
6 Agreement and the Separation Agreement that you  
7 signed when you came to the bank on  
8 November 8th; is that right?

9 A That is correct.

10 Q And I take it, as you requested, the bank had  
11 copies printed out and ready for you to sign  
12 when you got there; is that right?

13 A I know they had at least this copy, yes.

14 Q And you signed the documents and you took  
15 signed copies with you, correct?

16 A Yes.

17 Q And the documents we've marked are documents  
18 that came from your file, so you've retained  
19 copies of these in your files, correct?

20 A Yes.

21 Q And who was at the bank when you came on the  
22 afternoon of November 8th?

23 A David Wolfe and Karen Tomlinson.

24 Q And who met you when you arrived?

25 A That I don't recall.

1 Q And I take it you were taken into an office  
2 with the documents?

3 A I would have been buzzed in through the front  
4 door and then I would have walked into the  
5 human resource office on the first floor.

6 Q And you met only with Mr. Wolfe and  
7 Ms. Tomlinson; is that right?

8 A As far as I can remember, those were the two  
9 key individuals that I can remember were there,  
10 yes.

11 Q You can't remember anyone else who was there?

12 A I -- yeah. I had thought Ms. Kuohn was there,  
13 but I may have compounded that with an earlier  
14 meeting in September. I'm not 100 percent sure.

15 Q And do you recall any discussion that you had  
16 with the folks at First Place Bank when you had  
17 this meeting to sign the documents on November  
18 8th?

19 A Yes.

20 Q And what was that discussion?

21 A Regarding the Project Completion, we had the  
22 note -- I had noted that, because of the date,  
23 I had requested that an updated copy be made,  
24 that the document as it sat was null and void,  
25 and I was told that we don't need to re-date

1       it, we don't need to re-update it, and that I  
2       could just go ahead and sign for regulatory  
3       purposes, and that I did not need to date this  
4       document as I had already previously dated the  
5       Separation Agreement November 8.

6   Q   Okay. Anything else do you recall indicating?

7   A   There's probably some discussion as to why or  
8       why not the documents would not be updated, and,  
9       you know, certainly the payments that were made  
10      for my Termination for Good Cause in July were  
11      represented as could have -- could be golden  
12      parachute payments which would be direct  
13      violation of the consent order, so we were  
14      hoping to avoid a violation of the law.

15           Whether that applied to me, I don't know,  
16      but certainly knowing that the OCC would be  
17      involved in my future employment, I certainly  
18      did not want to do anything that would take me  
19      out of consideration for approval for future  
20      employment, nor did I want to do any harm to  
21      the bank.

22   Q   I just want to focus on what was said at the  
23       meeting, okay, and we'll talk about what your  
24       thought process is.

25   A   What was said at the meeting is that this



1 document was for regulatory purposes and that's  
2 why we did not need a November 8 date, that's  
3 why we didn't need to extend the deadline to  
4 November 8, because I had noted that the  
5 deadline has passed and this document is null  
6 and void.

7 Q So your testimony is, you said that the date  
8 needed to be updated?

9 A If the intent was for this to be a legally  
10 binding document, yes.

11 Q Did you use the term "if the intent was to be a  
12 legally binding document"?

13 A I believe I would have said that because I did  
14 note that this has passed and that this is a  
15 null and void agreement.

16 Q Okay. And don't tell me what you believe you  
17 would have said. I just want to know what you  
18 recall being said.

19 A I didn't record the meeting. I don't know if  
20 First Place recorded the meeting, but that  
21 would have been the subject of the discussion.

22 Q So you indicated that the Project Completion  
23 Agreement, which is Exhibit 18, didn't have an  
24 updated date, and you're referring to the date  
25 on page 3, correct?

1 A Page 1 and page 3, yes.

2 Q Page 1 and page 3.

3 The date on page 1 being the date of the  
4 letter?

5 A Correct.

6 Q So you wanted the date of the letter to  
7 reflect --

8 A November 8th.

9 Q -- November 8th, and also the date on the  
10 deadline paragraph, which is the last  
11 paragraph, to also say November 8th, correct?

12 A Correct.

13 Q And you noted that the dates would be updated.  
14 You were told they were not going to be updated  
15 and you should go ahead and sign them?

16 A Without dating and that this was for regulatory  
17 purposes only.

18 Q So when you said -- who told you that it was  
19 for regulatory purposes only?

20 A Mr. Wolfe.

21 Q That there was only -- did he indicate anything  
22 else to you about what regulatory purposes only  
23 meant?

24 A No. No.

25 Q So you said, "It doesn't have the right dates.

1 We need to update it," Mr. Wolfe said, "It's  
2 for regulatory purposes only." At that point,  
3 did you go ahead and sign it?

4 A I asked if I needed to date the signatures  
5 because I had previously executed the  
6 Separation Agreement and dated it, and I said,  
7 "Well, if I do sign this, there's no line for a  
8 date, and I was told 'Do not date it.'"

9 Q And so you were told not to put a date down,  
10 and at that point, did you sign it?

11 A Yes. Yes, believing.

12 Q Was there any other discussion that you had  
13 with Mr. Wolfe concerning the signing of the  
14 Project Completion Agreement?

15 A I believe after I executed it, there was copies  
16 made and there wasn't any other communication  
17 other than the company cell phone that I had  
18 retained but I believe did not work for whatever  
19 reason. I did need to return that, so I do  
20 believe I exited the building, returned to my  
21 vehicle, retrieved the phone and then brought  
22 it in to Karen Tomlinson afterwards.

23 Q Okay.

24 A Because there was a clause somewhere about  
25 returning bank equipment, so I complied with

1 all of that.

2 Q Did you have any discussion with anyone,  
3 including Ms. Tomlinson or Mr. Wolfe, about the  
4 Project Completion Agreement on November 8th  
5 other than what you've just testified to?

6 A I don't believe there was any further  
7 discussion, no.

8 Q And I take it there was no discussion that you  
9 had leading up to when you arrived at the bank  
10 either? You hadn't talked by phone or anything?

11 A I called somebody to let me in, so, obviously,  
12 I spoke with somebody.

13 Q Right, but concerning the Project Completion  
14 Agreement --

15 A No.

16 Q -- the only discussion is what you've testified?

17 A No documents were discussed in detail. It was  
18 a formality of signing with the comments that we  
19 already discussed in regards to this Project  
20 Completion Agreement.

21 Q And did you understand that you were entering  
22 into the Project Completion Agreement when you  
23 signed it on November 8th?

24 MS. KRAMER: Objection.

25 A Not sure.

1 Q What's that?

2 MS. KRAMER: You can go  
3 ahead and answer if you understand the question.

4 A Oh, I don't understand the question.

5 Q Well, let me ask you this: At the time you  
6 signed the Project Completion Agreement on  
7 November 8th while you're sitting in the  
8 offices, did you expect that you would be  
9 receiving the \$26,666?

10 A At the time of this agreement, I signed it I  
11 believe for regulatory purposes. I did not  
12 know for sure, because of all the events  
13 leading up to this, that that was, in fact,  
14 going to happen or not. There was -- I did  
15 have doubts, yes.

16 Q You had doubts, but did you believe that it was  
17 possible you're still going to receive that  
18 bonus?

19 A As a possibility, yes.

20 Q And it had indicated on the first page that one  
21 of the requirements that you had was to remain  
22 employed through November 8th, 2013. Do you  
23 see that?

24 A Third paragraph, yes.

25 Q And did you believe at this point that you had

1 met all of your obligations under the Project  
2 Completion Agreement?

3 A Well, I believed the agreement was prospective,  
4 because you can't contract for past activities,  
5 so essentially, you know, this next paragraph  
6 on the following conditions would have been for  
7 November 8th forward.

8 Q Okay. Did you believe you met your obligations?

9 A Well, the obligations were going to start after  
10 that date, so that would have been --

11 Q Oh, understood.

12 A -- the following.

13 Q Up until the point that your employment was  
14 terminated, do you believe you met your  
15 obligations?

16 A In July, yes. I terminated for good cause in  
17 July, and up until that point, yes, I do  
18 believe I met all of my requirements of my  
19 employment.

20 Q And I'm talking about the Project Completion  
21 Agreement which you understood that your  
22 employment wasn't formally terminated in July,  
23 correct?

24 A I formally terminated it in July.

25 Q You gave the notice, correct?

1 A Yes, yes.

2 Q But you continued to be paid, right?

3 A The Change in Control called for, in the event  
4 of a dispute, that the paychecks would continue  
5 until such dispute is resolved. That's clearly  
6 denoted.

7 MS. KRAMER: I'm going to  
8 ask right now to take a break. I think that --  
9 well, we've been going for an hour and I'd like  
10 Mr. Kausmeyer to review these.

11 MR. WARE: To review  
12 what?

13 MS. KRAMER: You're asking  
14 him a lot of very specific questions about  
15 these two exhibits, so I would like him to take  
16 a few minutes to read them from beginning to  
17 end.

18 MR. WARE: Okay. Well,  
19 I mean you can do that as we sit here. That's  
20 fine.

21 MS. KRAMER: Okay.

22 Q Do you need to read it?

23 A Yes, I think that's good. I could also use a  
24 restroom break as well.

25 Q Well, I'll tell you what: Why don't you take a

1 look at the Project Completion Agreement? I  
2 really don't have many questions about the  
3 Separation Agreement. You can read that later.  
4 But if there's anything you need to read to  
5 answer any questions that I have, why don't you  
6 go ahead and we can finish this?

7 MS. KRAMER: I'm sorry.  
8 Finish the deposition or finish your  
9 questioning?

10 MR. WARE: Finish my  
11 questions on this.

12 A Yeah. I mean I could read it now.

13 MS. KRAMER: Yes.

14 Q Yes. Go ahead.

15 (Short pause.)

16 THE WITNESS: Is there a  
17 way we can redact that?

18 MS. KRAMER: I'm sorry?

19 THE WITNESS: Is there a  
20 way I can have that redacted?

21 MS. KRAMER: Well, we've  
22 already produced that. We've already produced  
23 it. We'll talk about it afterwards.

24 (Short pause.)

25 A Okay.



1 Q So we were talking about, my question, overall  
2 question to you was whether you felt that you  
3 met the obligations of the Project Completion  
4 Agreement, which is Exhibit 18, the conditions  
5 that were stated in here for payment of the  
6 Project Completion bonus.

7 A So those conditions would have come into effect  
8 on November 8th, and those conditions would  
9 have had to have been met going forward because  
10 you can't contract for past work.

11 Q Regardless of when you think they began, I  
12 don't mean to contradict you on that, I'm just  
13 asking you --

14 A Well, starting on November 8th, all of these  
15 would have been met starting on November 8th.

16 Q So they would have been met by you starting  
17 November 8th?

18 A Yes.

19 Q And I had asked you earlier whether as you  
20 signed this document on November 8th you  
21 believed you would be entitled to the Project  
22 Completion bonus and I think you indicated you  
23 weren't sure. Did you ever form a belief after  
24 November 8th that you should be entitled to the  
25 Project Completion bonus?

1 A There was -- I mean just from a factual  
2 standpoint, there was money deposited and  
3 removed from my bank account on or about the  
4 time that this would have been eligible for  
5 payment. At that point, you have a debit and  
6 then reversed out. I believe that that took  
7 care of whatever would have stemmed from this  
8 Project Agreement, that it was over.

9 And so in my mind at that point, I  
10 believed, you know, this Project Completion,  
11 you know, any one of these conditions they can  
12 pull back, and they did. They took it out of  
13 my account. And then it was I believe within  
14 the next two weeks that another payment came in  
15 which I had believed were finally the expenses  
16 I had been waiting on this whole time.

17 Q That was the exact same amount as the amount  
18 that had been previously paid?

19 A As it turns out, looking at it now, yes, there  
20 was. At the time, there was no aha moment, "Oh,  
21 yes, it was the exact same," you know, "amount  
22 paid." You're expecting a payment; you received  
23 it. That was the extent of the -- you know, of  
24 what I looked at.

25 Q After you left First Place Bank's offices on

1 November 8th, did you have any communications  
2 with anyone from First Place Bank or Talmer  
3 Bank and Trust regarding your Project  
4 Completion Agreement at any point in time?

5 A I sought new counsel at that point and that's --

6 Q I'm only asking you about communications with  
7 First Place Bank. Did you have any  
8 communications?

9 A I believe in this period, I was prohibited from  
10 speaking with anybody other than Rob, Sandy,  
11 Tim or Tom, and I don't recall receiving any  
12 communications from those four individuals.

13 Q Regardless of whether you were prohibited or  
14 not, I just want to ask you broadly, did you  
15 initiate any communications, receive any  
16 communications, have any communications of any  
17 kind with anyone at First Place Bank or Talmer  
18 after November 8th of 2013 regarding your  
19 Project Completion Agreement?

20 A I don't recall. I really don't recall.

21 Q You don't recall any such communications?

22 A Via e-mail, phone. I mean the bank had my  
23 phone, so, you know, and all the records that  
24 go with it, but I don't recall anybody who was  
25 with First Place Bank reaching out about

1 services during that time.

2 Q And the same question, only broader. After  
3 you left First Place Bank's premises on  
4 November 8th, 2013, do you recall any  
5 communications with anyone from First Place  
6 Bank or Talmer on any topic?

7 A In what time period?

8 Q Any time after November 8th, 2013.

9 A Well, yes. I have kept in touch with some  
10 folks, absolutely.

11 Q Okay. Who have you talked to?

12 A Spoken with?

13 Q Communicated with in any way.

14 A I mean there's a number of First Place Bank  
15 employees on my LinkedIn profile, so there was  
16 communication sent post-employment to, you  
17 know, establish LinkedIn connections. I can  
18 produce that list. But, you know, no one  
19 person, you know, jumps out as, you know, a  
20 favored contact or employee or anything like  
21 that.

22 Q These would have all been either social or  
23 professional general communications that you  
24 would have had?

25 A I try to keep most everything professional,

1 yes.

2 Q Yes. I meant in terms of relating to your  
3 profession.

4 A I don't understand what you mean.

5 Q I meant the communications that you would have  
6 had with people from First Place Bank or Talmer  
7 would have been general social communications  
8 or communications relating generally to your  
9 professional activities, like Linked In; is  
10 that right?

11 A I think that's a fair statement.

12 Q Did you have any communications with anyone  
13 from First Place Bank or Talmer after  
14 November 8th of 2013 regarding your expenses or  
15 any other obligation that you believe the bank  
16 may have had to you?

17 A The -- a payment made in late November of '13,  
18 two weeks later, I believe was the approved  
19 expenses, and I wasn't going to fight -- you  
20 know, if that's all that was approved, that's --  
21 you know, I just received that payment, which I  
22 believe was a reimbursement, and just said,  
23 "Fine," you know, "It is what it is at this  
24 point."

25 So I did not make or initiate any contact

1 to any First Place Bank employee or Talmer in  
2 regards to that.

3 Q Or in regards to anything else relating to your  
4 expenses; is that right?

5 A To my expenses, no.

6 Q And you didn't have any communication with  
7 anybody from Talmer or First Place Bank  
8 regarding anything relating to the Project  
9 Completion Agreement or the Separation  
10 Agreement and General Release after  
11 November 8th of 2013?

12 A At some point in the future, yes, I believe  
13 this did come up in casual conversation, but  
14 this was probably post-employment, so I can't  
15 recall exactly when. It's been a number of  
16 years, so.

17 Q And was this in connection with a demand you  
18 were making or something?

19 A No, no, I wasn't making any demands of the  
20 bank.

21 Q Do you recall who this casual communication was  
22 with?

23 A I spoke with Bill Chernock.

24 Q About his claim against the bank?

25 A I was told to seek counsel, you know, different

1 counsel, that there may be --

2 MS. KRAMER: Objection.

3 Please --

4 A Yeah. I --

5 MS. KRAMER: -- to the

6 extent you can answer without revealing any

7 attorney-client communications.

8 A Yeah. He just pointed me in a different

9 direction. That's all.

10 Q Mr. Chernock did?

11 A Yes.

12 Q What direction did he point you in?

13 A To seek a different law firm.

14 Q That would be Ms. Kramer's firm?

15 A Yes.

16 Q And that would have happened very shortly after

17 you left the offices on November 8th?

18 A I don't recall if it was shortly after or at

19 some point prior to the next week.

20 Q All right. Well, we're getting beyond the

21 Project Completion Agreement, so we'll take our

22 break.

23 THE VIDEOGRAPHER: Off the

24 record. The time is 12:20.

25 - - - - -

1                   (Thereupon, a luncheon recess was taken  
2                   from 12:20 p.m. until 1:03 p.m.)

3                   - - - - -

4                   THE VIDEOGRAPHER:     We're back on  
5                   the record.   The time is 1:03.

6                   - - - - -

7                   (Plaintiff's Exhibit No. 20 was marked.)

8                   - - - - -

9                   CONTINUED EXAMINATION OF GARY KAUSMEYER

10          BY MR. WARE:

11          Q     All right.   Mr. Kausmeyer, we were talking  
12                before our break about the payments that you  
13                received from First Place Bank in November of  
14                2013.

15                I want to hand you what's been marked as  
16                Exhibit 20 which is a Compensation Report from  
17                First Place Bank indicating the payments in the  
18                bank's records to you during the year 2013, and  
19                I want to refer you to the second to -- excuse  
20                me -- the third to last page which has Talmer  
21                868 at the bottom.   And can you see that each  
22                of the entries here has a date next to it?   You  
23                see September 20 of 2013 near the top?

24          A     Yes.

25          Q     And at the very bottom, there's an entry



1 November 1, 2013. Do you see that?

2 A Yes.

3 Q And that indicates all zeroes, correct?

4 A Except for my employee number and the hours,  
5 yes.

6 Q Right. In terms of the amounts that you would  
7 have received, that's indicated as zero,  
8 correct?

9 A Correct.

10 Q And that would be consistent with your  
11 recollection that you did not receive your pay  
12 on November 1st, 2013, correct?

13 MS. KRAMER: Objection.

14 You can answer.

15 A Correct.

16 Q And if you'd go to the next page, you'll see  
17 three entries dated November 15, 2013. Do you  
18 see that?

19 A Yes.

20 Q Okay. And then, so the first --

21 A Actually, I see four. One, two, three, four.

22 Q Yes. Correct. Excuse me. Four entries dated  
23 November 15. And I want to refer to the first  
24 three for now.

25 The first one indicates Bonus and it's

1 26,666. Do you see that?

2 A Yes.

3 Q And then the next two are Regular Earnings, and  
4 the number on the top of the Gross Earnings  
5 column is \$5,827.03. Do you see that?

6 A Yes.

7 Q And then just below that, there's an entry  
8 dated November 15, 2013, negative 26,666. Do  
9 you see that?

10 A Yes.

11 Q So that would be consistent with your  
12 recollection that that money was deposited and  
13 then taken out of your account, correct?

14 A Correct.

15 Q And then there is an entry on November 29, 2013  
16 for the same amount, 26,666, correct?

17 A Correct.

18 Q All right. And if we look in toward the right,  
19 in the second to last column on the right, the  
20 bottom of that column, the entries for Bonus  
21 all have the, next to the words Checking (Net),  
22 \$19,079.52, correct?

23 A Correct.

24 Q And that would be consistent with your  
25 recollection of what was deposited, reversed

1 out, and then again deposited into your account  
2 in November of 2013?

3 A Correct.

4 Q Okay. If you look at the next entry below  
5 that -- and let me just, to be clear, you don't  
6 recall receiving any payments of any kind from  
7 First Place Bank or Talmer after you received  
8 that \$19,079.52 deposit in your account in  
9 November of 2013?

10 A That would be incorrect.

11 Q Oh, you did receive other payments?

12 A Yes.

13 Q What did you receive?

14 A There was a deposit made in January for a few  
15 thousand dollars and that was promptly reversed  
16 out at that time as well, as exactly the same  
17 way that this amount here for the 19,000 were  
18 put in and taken back out.

19 Q So there was an amount paid and reversed out in  
20 January. Do you recall what that amount was?

21 A I don't recall, but we can produce the amount.

22 Q All right.

23 A Actually, if you have a report like this, you  
24 should have something for January as well.

25 Q Okay. In January -- the report we're looking

1 at is only for 2013, so your testimony is that  
2 came in 2014; is that correct?

3 A That's correct.

4 Q So if you look at the -- well, let me -- just  
5 to be clear, you didn't receive any other  
6 payments or reversals from First Place Bank  
7 other than what we've talked about with respect  
8 to November of 2013 and in January of 2014?

9 A That would be correct.

10 Q All right. So the last entry on Exhibit 20 on  
11 the last page are the Employee Totals. Do you  
12 see that?

13 A Yes.

14 Q And do you see the number at the top 161,578.40?  
15 Do you see that?

16 A Yes.

17 Q And below that, do you see that encompasses the  
18 26,666 number?

19 A Yes.

20 Q And it's correct that your regular salary  
21 stopped as of November 15, 2013? You didn't  
22 receive any of those payments after that point?

23 A That would be correct.

24 Q So you would not have expected to receive the  
25 full \$160,000 salary for 2013?

1 A This would be the first that I would be  
2 thinking about it, but based on the footing of  
3 the totals, that amount was, in fact, there,  
4 but, again, that this was for fiscal year end  
5 of 2013.

6 Q For calendar year end 2013?

7 A Correct. And that, per my offer letter, there  
8 were -- there was mention of tax consequences  
9 of any reimbursements, and so I believed that  
10 my ending salary included reimbursements that  
11 were noted in my offer letter as having tax  
12 consequences to them, so I did not find that to  
13 be unusual.

14 Q You did not find -- I think you're skipping  
15 ahead to what I'm asking you about, because you  
16 didn't receive this report, correct?

17 A No, I did not. This is the first time.

18 Q Yes. You haven't seen this, correct?

19 A Correct.

20 Q Okay. So let's wait for that testimony until I  
21 actually ask you the questions here.

22 - - - - -

23 (Plaintiff's Exhibit No. 21 was marked.)

24 - - - - -

25 Q Take a look at Exhibit 21, and this is a copy

1 of your W-2 statement for 2013, correct?

2 A That's what it says here, yes.

3 Q And you would have received a W-2 from First  
4 Place Bank for the year 2013?

5 A They should have sent one, yes.

6 Q And you recall that they did send one?

7 A I don't recall specifically seeing anything in  
8 the mail, but I assume they sent it.

9 Q Well, you submitted your taxes, correct?

10 A Yes.

11 Q And so you had to have that number to submit  
12 your taxes, correct?

13 A Through TurboTax, you don't need to have this  
14 physical hard copy, no.

15 Q But you have to receive the number, correct?

16 A It does it for you.

17 Q It comes up with a number for you, what your  
18 wages are?

19 A Yeah. If you said, "Do you still work there?",  
20 "Yes," and it will automatically import all of  
21 that information.

22 Q Import it from where?

23 A From wherever TurboTax gets its information  
24 from. I can't testify as to how TurboTax does  
25 that. All I know is that when you go to file,

1       you give them an employer ID, and then from  
2       that employer ID and your employee number, it  
3       pulls in that information.

4   Q   Oh, okay. All right. So it connects with  
5       the -- your understanding is it connects with  
6       the employer's financial system?

7   A   If I recall correctly, yes. I've worked at a  
8       few banks over the years, so that is typically  
9       how I file my taxes.

10   Q   Okay.

11                   MS. KRAMER:               And I'm  
12       just -- this is something I assume that Talmer  
13       just sent over to us yesterday. It has Gary's  
14       Social Security number on it, and I know it's  
15       subject to the protective order, but I would  
16       appreciate it if we could redact this. I don't  
17       want this used as a Deposition Exhibit with his  
18       Social Security number sitting on it like this.

19                   MR. WARE:                Yes, we can  
20       redact it.

21                   MS. KRAMER:               Thank you.

22                   MR. WARE:                That's fine.

23       I mean it --- okay. Yes, it's redacted. These  
24       are documents you produced anyway. It's  
25       redacted from the tax returns.

1 BY MR. WARE:

2 Q So your W-2 from First Place Bank indicates the  
3 same number that we just looked at in the  
4 Compensation Report for in terms of total  
5 wages, right? 161,578.40, correct?

6 A Correct.

7 Q All right. And --

8 MS. KRAMER: It's actually  
9 161,578.

10 Q Oh, I apologize. I misspoke.  
11 161,578.40, correct?

12 A Yes.

13 - - - - -

14 (Plaintiff's Exhibit No. 22 was marked.)

15 - - - - -

16 Q Now take a look at Exhibit 22.

17 MS. KRAMER: Just, I'm  
18 going to follow through with what I just  
19 objected to, because could we please have these  
20 shredded and --

21 MR. WARE: Well, why  
22 don't I just redact it? I'll put something  
23 over it and I'll make a copy.

24 MS. KRAMER: Okay. Thank  
25 you.



1 THE VIDEOGRAPHER: Excuse me,  
2 Mr. Ware. Could we go off the record for a  
3 moment?

4 MR. WARE: Sure.

5 THE VIDEOGRAPHER: The time is  
6 1:13.

7 (Short break taken.)

8 THE VIDEOGRAPHER: Back on the  
9 record. The time is 1:16.

10 BY MR. WARE:

11 Q All right. I gave you a copy of Exhibit 22; is  
12 that correct?

13 A Yes.

14 Q And that's the copy of your tax return for --  
15 your income tax return for the year 2013,  
16 correct?

17 A Correct.

18 Q And you have indicated your wages at \$161,578,  
19 correct?

20 A Correct.

21 Q The same amount that's reflected in the W-2,  
22 correct?

23 A Correct.

24 Q The same amount that's reflected in the  
25 Compensation Report, correct?

1 A Correct.

2 Q And as indicated in the Compensation Report,  
3 that includes the \$26,666 payment you received  
4 from First Place Bank?

5 A As I saw it today, yes.

6 Q And you indicated, I think you testified  
7 earlier that when you saw this number, which  
8 was actually above what you would have received  
9 for a full year of 2013, even though you didn't  
10 work for a full year, you simply thought -- you  
11 didn't think about it at that time?

12 A Well, I expected that there would have been tax  
13 consequences to whatever was reimbursed per the  
14 offer letter because it clearly stated in the  
15 offer letter there would be tax consequences.

16 Q So you did -- at that time, you thought, hmm,  
17 this is more than I made in compensation, but  
18 it was probably included in my reimbursement  
19 which had tax consequences?

20 A Correct.

21 Q And you didn't think to see whether you could  
22 deduct those reimbursable expenses?

23 MS. KRAMER: Objection.

24 THE WITNESS: I answer the  
25 questions?

1 MR. WARE: I mean  
2 you keep making objections. There is no  
3 objectionable statement there.

4 MS. KRAMER: Well, you  
5 know what? I'm not making speaking objections,  
6 but you're assuming -- a lot of your questions,  
7 Rob, are assuming facts that he hasn't testified  
8 to. So if you want to start asking more  
9 clearly-worded questions, that would be fine,  
10 but I would say a good 25 percent of what  
11 you're asking, you're assuming things that  
12 aren't already in evidence.

13 MR. WARE: Okay.

14 Q You did not think about considering whether  
15 there would be a way that you could deduct the  
16 \$19,000 you believed you had received in  
17 expense reimbursements?

18 A I answered the questions as TurboTax presented  
19 them.

20 Q And what do you mean by that?

21 A From A to Z, whatever question came up, I  
22 answered truthfully, and whatever it spit out  
23 is what spit out. That was the extent of my  
24 tax preparation.

25 Q But you did consider that the reimbursable

1 expenses -- the reimbursed expenses that you  
2 believed you had received were a part of the  
3 \$161,000?

4 A Whatever amounts that the bank should report I  
5 believe were included. I did not challenge the  
6 \$161,578 number.

7 Q Okay. Turn to page Kausmeyer 269. So if you  
8 go to the top, this is a Schedule A worksheet,  
9 and you go to the top, you did indicate that  
10 you had deductible expenses, business expenses  
11 of \$2,933. Do you see that?

12 A Yes.

13 Q Do you know what those were?

14 A Whatever TurboTax asked, I input it, and that's  
15 the number that came out. I don't know what  
16 comprises that number.

17 Q And you had to have some source for that,  
18 correct?

19 A Correct.

20 Q And do you know what that was?

21 A I do not.

22 Q And you don't know what, in general terms, what  
23 made up those business expenses?

24 A I do not.

25 Q And would you have documentation to support

1           those currently?

2     A     I'm sure I do, yes.

3     Q     And that same page also indicates attorney and  
4           accounting fees of \$1,280. Were those your  
5           attorney fees from associated with the  
6           negotiation of the agreements around your  
7           termination of employment?

8     A     A part of that would have been included, yes.

9     Q     I'm sorry. A part of those fees included --

10    A     A part of the 1280 did include attorneys' fees.

11    Q     And there were other fees than the 1280?

12    A     Well, it says accounting fees, so I'm assuming  
13           that TurboTax would include the money spent on  
14           TurboTax from the prior year in that total.

15    Q     But other than that, it would have been  
16           attorneys' fees?

17    A     Correct.

18                           MS. KRAMER:               Can you  
19           please pull Exhibit 21 out of there?

20                           MR. WARE:                 Sure.

21                           MS. KRAMER:               Thank you.

22                           - - - - -

23                   (Plaintiff's Exhibits Nos. 23 and 24 were  
24           marked.)

25                           - - - - -

1 Q All right. So I'm going to hand you a copy of  
2 Exhibits 23 and 24, and these are two of the  
3 bank statements you produced to us; is that  
4 correct?

5 A Yes.

6 Q This is your account with Bank of America; is  
7 that right?

8 A Yes.

9 Q And if you turn to page 3 of Exhibit 23,  
10 there's two indications of a \$19,079.52  
11 payment. Do you see that?

12 A Yes.

13 Q One of them is entitled Return of Posted Check.  
14 Do you see that?

15 A Yes.

16 Q But they're both in the list of Deposits and  
17 Other Additions. Is there anywhere that  
18 indicates that the second payment is a  
19 deduction?

20 A I can't speak to how Bank of America puts  
21 together their bank statements.

22 Q There's a separate -- on the next page, if you  
23 look, it's all redacted, but there's a separate  
24 section for Withdrawals and Subtractions,  
25 correct?

1 A Part of that was in the redacted portion, yes.

2 MS. KRAMER: And my  
3 apologies. I had a paralegal do the redactions  
4 and she redacted the -- there is another entry  
5 on November 15th of 2000 -- I'm sorry --  
6 November 19th of 2013 showing a withdrawal of  
7 \$19,079.52 from this account. I will go back  
8 and correct that this afternoon or first thing  
9 tomorrow.

10 MR. WARE: Okay.

11 MS. KRAMER: So if you  
12 would take a look at page 4 of 6, in this  
13 Amount column under Withdrawals, there's an  
14 indication that on November 19th, 2013, there  
15 was a withdrawal of that amount.

16 MR. WARE: Okay.

17 MS. KRAMER: My apologies.

18 MR. WARE: Okay. That's  
19 fine. Is there a -- there's a redaction  
20 immediately above 11-20 -- the item for  
21 11-20-13. Is that redaction a separate item  
22 or is that a heading?

23 MS. KRAMER: I don't  
24 recall, but it had nothing to do with First  
25 Place Bank.

1 MR. WARE: Okay. I  
2 guess I'm just curious if there was a separate  
3 heading that got redacted out that wouldn't  
4 be -- obviously I don't have any interest in  
5 actual deposits that don't have to do with  
6 First Place Bank, but I think it's the heading  
7 I would be interested in.

8 THE WITNESS: I think based  
9 on the format with the lines, there's no  
10 headings that would occur within the lines, so  
11 I think that's just an extra line.

12 MR. WARE: Okay. All  
13 right.

14 THE WITNESS: I don't see  
15 these in paper that often, so.

16 MR. WARE: Got it.  
17 Okay. Yes. So if you could produce the  
18 unredacted --

19 MS. KRAMER: Yes. My  
20 apologies. I didn't realize the whole page got  
21 redacted.

22 BY MR. WARE:

23 Q All right. And take a quick look at Exhibit 24.  
24 Page 3 reflects the deposit you testified about  
25 earlier of the \$19,079.52, correct?



1 A Correct.

2 Q And that remained in your account, correct?

3 A That remained in my account, yes.

4 - - - - -

5 (Plaintiff's Exhibit No. 25 was marked.)

6 - - - - -

7 Q I'm going to show you Exhibit 25. You've seen  
8 this document before I take it?

9 A Yes.

10 Q And this is a letter sent by your attorney on  
11 November 15, 2013 to First Place Bank revoking  
12 the Separation Agreement and General Release  
13 that you had signed on November 8th, correct?

14 A Correct.

15 Q And I take it you had authorized your counsel  
16 to send this letter?

17 MS. KRAMER: Objection.  
18 You could answer.

19 A Yes.

20 - - - - -

21 (Plaintiff's Exhibit No. 26 was marked.)

22 - - - - -

23 Q I'm going to show you Exhibit 26, and this is  
24 another faxed letter from your counsel to First  
25 Place Bank. Do you see that?

1 A Yes.

2 Q And it was sent a couple of hours after the  
3 first one we looked at, Exhibit 25, correct?

4 A The time stamp here is 12:58 p.m. and the time  
5 stamp on the prior one is 12:07 p.m., so 51  
6 minutes later, yes.

7 Q Oh, I see. You're looking at the bottom. I  
8 got it. Okay. I was looking at the time at  
9 the top.

10 And the second letter, Exhibit 26, is a  
11 Revised Revocation. Do you see that?

12 A Where does it say Revised -- yes.

13 Q In the subject.

14 A Yes, yes.

15 Q And the only revision is that, from the first  
16 letter is, rather than referring to your  
17 former employment, it indicates that it is  
18 representing -- that the law firm is  
19 representing you with respect to your  
20 employment, your current employment. Do you  
21 see that?

22 A Yes.

23 Q And do you know why that change was made?

24 MS. KRAMER: Objection.

25 A That's counsel -- yeah. I can't speak on

1           behalf of counsel, so.

2       Q    Is it consistent with your understanding that  
3           you were employed by First Place Bank?

4                       MS. KRAMER:               Objection.

5           I'm going to instruct him not to answer.

6       Q    I'm not asking for communication with counsel  
7           that you had. I'm asking for your  
8           understanding of whether you were employed by  
9           First Place Bank.

10      A    My understanding was as murky as both of these  
11           documents, because I had terminated my  
12           employment in July of '15 -- or, I'm sorry,  
13           July 15th of 2013, this is November 15th of  
14           2013, and I think the murkiness is shown in  
15           this communication.

16      Q    And you were copied on this as indicated here,  
17           correct, by e-mail?

18      A    Via e-mail, yes.

19      Q    And so you were aware that your counsel changed  
20           the original letter from former employment to  
21           employment?

22      A    I don't know when I received both e-mails, but,  
23           obviously, being sent fairly close together, it  
24           was probably at the same time. I can't -- I  
25           can't recall when I would have checked my

1 e-mail for either one of these documents.

2 Q Yes. I didn't ask you when you checked your  
3 e-mail. I just said you were aware that this  
4 revocation --

5 A At whatever time I checked.

6 Q -- at least amended that category.

7 A At whatever I checked, yes.

8 Q Whenever you checked it, you became aware of  
9 that?

10 A Yes.

11 Q And did you have any communications yourself  
12 with anyone at First Place Bank or Talmer about  
13 your revocation of the Separation Agreement and  
14 General Release?

15 A I left that to counsel to communicate.

16 Q So your answer is no, you did not have those  
17 communications?

18 A No, I personally did not.

19 Q And why did you revoke your Separation  
20 Agreement and General Release?

21 MS. KRAMER: Objection.

22 I'm just going to instruct him not to answer.

23 MR. WARE: I'm not  
24 entitled to know why he did it?

25 MS. KRAMER: Clearly he's

1 talking to an attorney and he asks an attorney  
2 to revoke it.

3 Q I'm not asking what you discussed with your  
4 attorney or any advice you got from your  
5 attorney. I'm asking you why did you revoke  
6 this agreement.

7 A On counsel's advice.

8 Q And this is counsel you engaged after you  
9 signed the agreement; is that right?

10 A I don't recall exactly when.

11 Q I'm sorry?

12 A I don't recall exactly when.

13 Q You don't recall if you engaged counsel before  
14 you signed the agreement or after?

15 A I don't recall.

16 - - - - -

17 (Plaintiff's Exhibit No. 27 was marked.)

18 - - - - -

19 Q I hand you what's been marked as Exhibit 27,  
20 and this is a letter from Mr. Wolfe at First  
21 Place Bank to your counsel, Mr. Cohen. Do you  
22 recall seeing a copy of this letter at some  
23 point on or after November 19th?

24 A After November 19th, yes.

25 Q And you're aware then that First Place Bank

1 had sent you a notice indicating that your  
2 employment would be terminated?

3 A That is correct.

4 Q All right. So I had asked you previously  
5 about -- I'll tell you what. Let's take a  
6 quick break. I'll organize these documents,  
7 make it a little quicker, and I'll get this  
8 redacted.

9 THE VIDEOGRAPHER: Off the  
10 record. The time is 1:32.

11 (Short break taken.)

12 THE VIDEOGRAPHER: Back on the  
13 record. The time is 1:39.

14 BY MR. WARE:

15 Q Mr. Kausmeyer, you testified earlier about  
16 documents you had produced in this case relating  
17 to your expenses. I had asked you about that.

18 MS. KRAMER: He didn't  
19 talk about documents he produced related to the  
20 expenses.

21 MR. WARE: Yes. I asked  
22 him. He said he would have to see the actual  
23 documents.

24 MS. KRAMER: Oh, okay.

25 All right. I think there were a couple.

1 MR. WARE: What's that?

2 MS. KRAMER: You're right.

3 I think there were a couple. I think what he  
4 testified to is that most of the documents are  
5 in California or are in boxes somewhere.

6 MR. WARE: Okay.

7 Q Well, I'm just going based on your responses  
8 and all the documents we got, but we're going  
9 to go through them now.

10 So you produced to us a number of  
11 documents that related to plane flights you had  
12 taken in the year 2011. Do you recall producing  
13 those?

14 A Yes.

15 Q And it looks from the documents as if you had  
16 found those on your e-mail system. Is that  
17 right?

18 A That is correct.

19 Q Okay. And what was the purpose of finding  
20 those documents?

21 A Counsel had asked for those copies.

22 - - - - -

23 (Plaintiff's Exhibits Nos. 28A through  
24 28N were marked.)

25 - - - - -

1 Q So I'm going to hand you what's been marked as  
2 Exhibit 28A through 28I. Or, excuse me, 28N.  
3 So it's sequentially 28A, B, C, D, all the way  
4 through 28N.

5 A Very good.

6 MR. WARE: There you go.

7 Q And these are the documents from your  
8 production that related to airline flights  
9 that you apparently took between Florida and  
10 Pennsylvania on your way to Ohio in 2011.

11 A That is correct.

12 Q And do you know whether you have submitted  
13 these for expense reimbursement at any time  
14 with First Place Bank?

15 A I am certain most of these would have been  
16 included with those that had receipts. Since  
17 they're easily produceable today, I would have  
18 had them back then as well.

19 Q But what you have in the boxes are hard copies  
20 of what you submitted?

21 A They are hard copies, yes.

22 Q Including the copies of the receipts that you  
23 submitted?

24 A Yes, yes, yes.

25 Q So you would have in these boxes, your



1 understanding is, would be hard copies of all  
2 of these documents we've marked as Exhibit 28 --

3 A That is correct.

4 Q -- A through N, correct?

5 A That is correct.

6 Q All right. Along with other documents, correct?

7 A Correct.

8 Q And you can't look through these and be able to  
9 tell us one way or the other for sure whether  
10 they were a part of that submission or not; is  
11 that right?

12 A I would not be able to do that at this time,  
13 no.

14 Q And do you know -- quite a number of these --  
15 we don't need to look through them, but we can  
16 if you want to, but quite a number of these are  
17 simply confirmations of airline flights.  
18 They're not actually receipts. Was it, in  
19 fact, the case that you paid for all of these  
20 airline flights?

21 A Yes.

22 Q You did? You paid for airline flights and then  
23 sought reimbursement; is that right?

24 A That would be correct, yes.

25 Q And there's an e-mail here, the To is called

1 justshowmethemoney@gmail.com. Is that your  
2 e-mail?

3 A That is another e-mail, yes.

4 Q Another e-mail that you have?

5 A Yes.

6 Q And what do you use that e-mail for?

7 MS. KRAMER: Objection,  
8 but you can answer.

9 A Whatever was linked at the time, that's what  
10 was used.

11 Q I'm sorry?

12 A Whatever was linked to that e-mail at the time,  
13 that's what it's used for. There wasn't any  
14 thought into what e-mail would be utilized.

15 Q Well, you had another e-mail which was --

16 A gkausmeyer.

17 Q -- gkausmeyer@gmail, correct?

18 A Correct.

19 Q I am just asking, did you have a -- did you  
20 separate out the justshowmethemoney e-mail for  
21 purposes of expense reimbursements or other  
22 specific things?

23 A These e-mails existed long before I was at  
24 First Place, so there was no thought whatsoever  
25 given to what went to what gmail.

1 Q But when you searched for documents for use in  
2 this case, did you look for your documents  
3 under both e-mail accounts?

4 A Yes, I looked under both.

5 MS. KRAMER: Based on your  
6 questions, can I assume that Tom Shafer and Kim  
7 Wadman have not found the expense report that  
8 Gary submitted in April 2013?

9 MR. WARE: There is an  
10 expense report, but it has nothing to do with  
11 any of this stuff.

12 MS. KRAMER: So they do,  
13 but they -- okay. Why haven't they received it  
14 then?

15 MR. WARE: You have  
16 received it.

17 MS. KRAMER: You sent us  
18 an expense report? Was it in that pile that we  
19 got last night?

20 MR. WARE: Yes.  
21 Yesterday afternoon.

22 MS. KRAMER: Okay.

23 - - - - -

24 (Plaintiff's Exhibits Nos. 29A through  
25 29D were marked.)

1 - - - -

2 Q All right. So I'm going to show you exhibits  
3 that have been marked 29A, B, C and D, and  
4 these appear to be all of the documents you  
5 produced to us relating to car rentals that you  
6 made during your time at First Place Bank. Is  
7 that right?

8 A Correct.

9 Q And is it your recollection, as with Exhibit 28,  
10 those documents that -- you submitted these for  
11 reimbursement in April of 2013?

12     A     There's a high likelihood that these were  
13     included, yes.

14 Q You don't know as you sit here, but you believe  
15 they would have been?

16     A     I believe they would have been.  I can't tell  
17           you for sure, for -- with 100 percent  
18           certainty.  How's that?

19 Q And, again, your understanding is these are in  
20 a box that you have --

21 A Yes.

22 Q -- in California?

23      A      Yes.

24 Q And, again, were any of these incurred by First  
25 Place Bank? Were they all incurred by you?

1 A They're all incurred by me.

2 - - - - -

3 (Plaintiff's Exhibits Nos. 30A and 30B  
4 were marked.)

5 - - - - -

6 Q I'm going to show you what has been marked as  
7 Exhibits 30A and 30B, and these appear to be  
8 notices of a statement that you would have  
9 received from an AirTran Airways Visa card that  
10 you have or had at the time. Do you see that?

11 A Correct.

12 Q And there's no indication of any charges on  
13 these statements, there's only indication of  
14 the total balance due. Do you see that?

15 A Yes.

16 Q How, if at all, do these relate to your  
17 expenses?

18 A All of these charges would have been  
19 reimbursable by the bank for the airline  
20 flights that I took as I was transitioning.

21 Q So did you only put your airline flights on the  
22 AirTran Airways?

23 A For those that were related to AirTran, yes.  
24 AirTran was not the only airline that I flew.

25 Q But you didn't make any other purchases on your

1 card other than airline flights for AirTran  
2 Airways?

3 A As I recall, that's the only thing I used it  
4 for.

5 Q You'd be able to pull these actual statements  
6 if you needed to, correct?

7 A That is correct.

8 Q And also, these statements would be duplicative  
9 of the charges that would be reflected on  
10 Exhibit 28 which are the actual airline --

11 A That is correct.

12 Q -- confirmations, correct?

13 A That is correct. For AirTran, yes.

14 Q As for the AirTran --

15 A Yes.

16 Q -- flights?

17 Okay.

18 - - - - -

19 (Plaintiff's Exhibit No. 31 was marked.)

20 - - - - -

21 Q All right. I'm going to show you what's been  
22 marked as Exhibit 31, and this is a U-Haul  
23 contract for various items from U-Haul; is that  
24 right?

25 A Yes.

1 Q And this is in connection with your relocation  
2 to Ohio?

3 A Yes.

4 Q Is that right?

5 A Yes.

6 Q And I take it you incurred these expenses?

7 A Yes.

8 Q And is it your recollection these would have  
9 been submitted in April of 2013?

10 A Yes.

11 Q And are these the only relocation --

12 A No.

13 Q -- items that you submitted?

14 A No.

15 Q What else would you have submitted --

16 A The actual contract for the truck.

17 Q But you I take it were not able to find a copy  
18 of that?

19 A Not in my e-mail, no.

20 Q Not in your e-mail, but you think it would  
21 be --

22 A I have a hard copy.

23 Q In the hard copy. Okay.

24 - - - - -

25 (Plaintiff's Exhibits Nos. 32A through

1 32D were marked.)

2 - - - - -

3 Q All right. I'm going to hand you what's been  
4 marked as Exhibits 32A, B, C and D, and these  
5 appear to be records of payments that you made  
6 for electric in your Ohio apartment. Is that  
7 right?

8 A Correct.

9 Q And, again, you were able to collect these in  
10 response to our request for documents --

11 A Correct.

12 Q -- right?

13 And, again, it's your belief that these  
14 would have been submitted, but you wouldn't  
15 know for sure unless you get the hard copies,  
16 correct?

17 A Correct.

18 - - - - -

19 (Plaintiff's Exhibit No. 33 was marked.)

20 - - - - -

21 Q All right. I'm going to show you Exhibit 33.  
22 This reflects a payment that you made to change  
23 your license plates to Ohio or obtain Ohio  
24 plates. Is that right?

25 A Correct.



1 Q Same set of questions. Do you believe you  
2 submitted this?

3 A Correct.

4 Q And, again, if you did submit it, you'd have a  
5 hard copy in that box in California?

6 A Correct.

7 - - - - -

8 (Plaintiff's Exhibit No. 34 was marked.)

9 - - - - -

10 Q I show you Exhibit 34, and this appears to be a  
11 bill for renewal of a membership in an  
12 organization called ISACA. Is that right?

13 A Correct.

14 Q And the bill indicates an amount due of \$225.  
15 Is this an amount that you believe was  
16 submitted?

17 A Yes.

18 Q Do you have some indication that you paid it?

19 A I did pay it, yes.

20 Q Okay. And my question is do you have some --

21 A Yes.

22 Q -- documentation of that.

23 A I do.

24 Q And where would that be?

25 A In the box in California.

1 Q And it's your understanding that these  
2 organizational payments were reimbursable to  
3 you by the bank?

4 A Yes.

5 Q Did you ever receive reimbursement for those?

6 A No.

7 - - - - -

8 (Plaintiff's Exhibit No. 35 was marked.)

9 - - - - -

10 Q I'm handing you what's been marked Exhibit 35  
11 and it's a copy of a check to Dietlew Properties  
12 dated December 5, 2013. What is this in  
13 relation to?

14 A This was the last rental -- prorated rent on  
15 the apartment in Ohio.

16 Q Last meaning this is right before you left in  
17 Ohio?

18 A Upon termination, I had to give 30 days' notice  
19 to the apartment community to vacate, and this  
20 represents the last prorated rent for that  
21 period.

22 Q All right. And are you making some claim  
23 relating to this amount?

24 A I think it was just showing that I had to  
25 retain this property through this time period.

1 Q But you had never -- you never made any  
2 requests for reimbursement of this amount?

3 A No.

4 Q That's correct, right?

5 A That is correct.

6 - - - - -

7 (Plaintiff's Exhibit No. 36 was marked.)

8 - - - - -

9 Q I hand you Exhibit 36, and what is this  
10 document?

11 A This shows the last six months of rental  
12 payments through the same Dietlew Properties,  
13 otherwise Sawgrass Apartments.

14 Q When you say "last six months," I only see  
15 three entries here.

16 A The payments made on June 4, 2013, August 2nd,  
17 2013 and October 3rd of 2013 are each paying  
18 two months of rent at the same time.

19 Q And you never made any requests for  
20 reimbursements of these amounts; is that  
21 correct?

22 A That is correct.

23 Q And you would not have been entitled to  
24 reimbursement under the bank's policy, correct?

25 MS. KRAMER: Objection.

1           You can answer.

2     A     You know, the bank would have to answer that.

3     Q     Well, I mean just based on Exhibit Number 1  
4           that we looked at which indicated the amounts  
5           that you would be entitled to for six months,  
6           correct?

7     A     For my initial move, yes, six months per the  
8           offer letter. This would not fall under the  
9           offer letter.

10    Q     Would not fall under the offer letter.

11           Is there any other basis that you would  
12           count your rent as expenses the bank is  
13           responsible for?

14    A     I think we're just showing from the standpoint  
15           that I was still carrying two apartments or two  
16           housing payments through this period of time.

17    Q     My question is is there some basis that you  
18           know of that you believe you would be entitled  
19           to reimbursement of these amounts.

20    A     I believe I would not have had to carry the  
21           apartment for this period of time if we had  
22           clarity much earlier in the process in regards  
23           to my employment status with the bank, so I  
24           incurred these expenses through this period.  
25           Having -- obviously, this would not -- I did

1 not submit this for reimbursement.

2 - - - - -

3 (Plaintiff's Exhibit No. 37 was marked.)

4 - - - - -

5 Q All right. I show you what's been marked as  
6 Exhibit 37. This is a document that you  
7 produced to us. It appears to be an e-mail  
8 from Fred Sarazin to himself dated March 1 of  
9 2011, and then there's an attachment, although  
10 not all the attachments that are reflected in  
11 the e-mail.

12 Do you know what this document is?

13 A I was told by Mr. Wolfe this was my  
14 predecessor's document.

15 Q You were told by Mr. Wolfe this is your  
16 predecessor's document at what time?

17 A At probably -- this is dated April 3rd, 2012,  
18 so it was probably right around that time.

19 Q Is there some reason that you recall Mr. Wolfe  
20 giving this to you?

21 A I believe it was in response to ongoing  
22 investigations of certain executive officers  
23 at the bank.

24 Q What did he say to you when he gave it to you?

25 A That this was a document that my predecessor

1 produced of the known issues that he was aware  
2 of at the time of his employment.

3 Q So this was just for your informational  
4 purposes?

5 A I believe it was, yes.

6 Q Are these things that you were supposed to act  
7 on?

8 A I do believe some were. I think some stuff is  
9 known. I think some stuff is confidential.

10 Q Is there some reason you kept this document  
11 after you left the company?

12 A The -- this was I believe boxed up after my  
13 departure from Ohio and uncovered later on.

14 Q I'm sorry. I didn't follow that. You boxed it  
15 up?

16 A So in December of 2013, this was included in  
17 boxes made with the move out of Ohio.

18 Q So this is just something you found -- you  
19 happened to find when you unpacked your boxes  
20 in Florida?

21 A This was uncovered. I don't recall where or  
22 when, but, yes, it was uncovered.

23 Q And how do you maintain this document today?

24 A It's in hard copy.

25 Q Is it in a particular file?

1 A I'm sorry?

2 Q Is it in a file with other documents?

3 A I honestly -- you know, since I uncovered it, I  
4 don't think I did anything specific with it  
5 other than keep it in some sort of a manila  
6 folder.

7 Q And do you know why this document as opposed to  
8 other documents relating to First Place Bank,  
9 you would have retained those?

10 A This was part I believe of a deposition I had  
11 to do in conjunction with some ongoing  
12 investigations with the bank, so I don't want  
13 to speak specifically to those ongoing  
14 investigations, but I do know this was part of  
15 it, and that deposition did occur in Florida.

16 Q Okay. I thought I had asked you at the outset  
17 if you had ever had your deposition taken and  
18 you said no.

19 A I don't know if that was a formal deposition if  
20 it was SIGTARP.

21 Q I'm sorry?

22 A It was SIGTARP, so I don't know that it was --  
23 there was any lawyers present. It was just an  
24 investigator. So I don't know if that's  
25 considered a deposition. I don't believe it

1 was, but I did have to give statements to this  
2 investigator.

3 Q Oh, okay. And when did you do that?

4 A In Florida in 2012.

5 Q So this was while you were employed at First  
6 Place Bank?

7 A Yes, and counsel was made aware of that at the  
8 time. Craig Carlos was made aware of it. And  
9 I believe that's how Mr. Wolfe may have come  
10 across this document.

11 Q And my question though was why you would have  
12 retained this as opposed to any other First  
13 Place Bank business records.

14 MS. KRAMER: Objection.  
15 He's asked and answered that already.

16 THE WITNESS: Yeah.

17 MS. KRAMER: Let's move  
18 on.

19 MR. WARE: No, he hasn't  
20 answered it yet.

21 A When I go through the rest of the boxes, I will  
22 see what else is there, but this is all I have  
23 uncovered so far. I have not made a -- or have  
24 not had an opportunity to make a concerted  
25 effort to go through the numerous boxes that



1 have been moved.

2 Q So this was in the boxes in California?

3 A No. This was in a box that I believe I  
4 uncovered at some point prior to California  
5 because that move was recently and this was  
6 produced well before that. This is probably  
7 somewhere between the move in Ohio and the move  
8 to California.

9 Q So what else was in the box that contained this  
10 document?

11 A Personal effects.

12 Q And, again, I'm trying to understand why it is  
13 you would have this document as opposed to  
14 other documents.

15 MS. KRAMER: Objection.  
16 He's asked and answered that now a couple of  
17 times.

18 MR. WARE: Well, he's  
19 telling me where he found it.

20 A I don't know what I --

21 Q I'm just wondering why you would have kept it.

22 A I don't know that it was intentional, but all I  
23 know is that I have it.

24 Q And you maintained this at your home and not in  
25 your office at First Place Bank?

1 A This made it from the office to my home, yes.

2 Q And why would you have taken it home?

3 MS. KRAMER: Objection.

4 You can answer.

5 A I can't remember if it specifically related to  
6 that conversation with the investigator in  
7 Florida or not, but it was right around that  
8 time that this would have been utilized for  
9 that discussion, and then it would have  
10 traveled with me, you know, back to Ohio,  
11 and then somehow made it from Ohio out in a  
12 co-mingled disorganized moving box, so there  
13 was no intent on my part to specifically  
14 segregate this one out.

15 - - - - -

16 (Plaintiff's Exhibit No. 38 was marked.)

17 - - - - -

18 Q I show you Exhibit 38 which looks like a  
19 similar document.

20 MS. KRAMER: Thanks.

21 Q And this is another e-mail from Mr. Sarazin to  
22 himself which has one attachment relating to a  
23 meeting apparently that he had. And, again,  
24 this is a document that you would have located  
25 in your box in Florida?

1 A To me, it appears that these documents would  
2 have been together.

3 Q These meaning Exhibits 37 and 38?

4 A Yes, would probably be together.

5 Q So in terms of -- the questions in terms of  
6 retaining this document and where you found it  
7 and where you keep it would be exactly the  
8 same --

9 A Exactly the same.

10 Q -- as Exhibit 37?

11 A That's correct.

12 Q Have you done anything with these documents  
13 since you left First Place Bank other than  
14 produce them to us?

15 A No.

16 Q With respect to the boxes that you have in  
17 California, is it your understanding that there  
18 would be other documents relating to First  
19 Place Bank's business or your employment at  
20 First Place Bank beyond just the expense  
21 reimbursement forms you've already testified  
22 to?

23 A I don't know, but if they're there, it would  
24 not be intentional.

25 Q Would not be intentional in the sense of you

1 didn't intentionally take them?

2 A Correct. I wasn't afforded an opportunity in  
3 July to, you know, go through anything. It was  
4 just pick up and go.

5 Q In July meaning when you were walked out?

6 A When I was walked out, correct.

7 Q Did you ever return documents that you had  
8 retained at your home or anywhere else outside  
9 of the bank --

10 A As --

11 Q -- to the bank after you left?

12 A No, not as of this date.

13 MR. WARE: Okay. Why  
14 don't we take a break?

15 THE VIDEOGRAPHER: Off the  
16 record. The time is 2:05.

17 (Short break taken.)

18 THE VIDEOGRAPHER: Back on the  
19 record. The time is 2:13.

20 MR. WARE: Mr. Kausmeyer,  
21 those are all the questions I have for you at  
22 this time. Thanks.

23 THE WITNESS: Thank you.

24 MS. KRAMER: Gary, you  
25 have an opportunity to review the transcript

1       that the court reporter has taken today before  
2       it's transcribed. I would recommend that you  
3       review it. You also can waive your signature.  
4       I would recommend that you review it.

5                       THE WITNESS:           I will.

6                       MS. KRAMER:           Okay. So no  
7       waiver.

8                       THE VIDEOGRAPHER:   Off the  
9       record. The time is 2:13.

10                      - - - - -

11                      (The videotaped deposition concluded at  
12       2:13 p.m.)

13                      - - - - -

THE STATE OF OHIO,        )  
COUNTY OF CUYAHOGA.    )

SS:

I, Elaine S. Newlin, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that GARY KAUSMEYER was first duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by him was by me reduced to stenotypy in the presence of said witness, afterwards transcribed on a computer/printer, and that the foregoing is a true and correct transcript of the testimony so given by him as aforesaid.

I do further certify that this videotaped deposition was taken at the time and place in the foregoing caption specified. I do further certify that I am not a relative, counsel or attorney of either party, or otherwise interested in the event of this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Cleveland, Ohio, on this 3rd day of February, 2016.

Elaine S. Newlin, Notary Public  
Within and for the State of Ohio.  
My Commission expires August 22, 2020

Deposition of Gary Kausmeyer , taken January 20, 2016

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THE STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said  
state and county, personally appeared the above-  
named GARY KAUSMEYER, who acknowledged that he did  
sign the foregoing transcript and that the same is a  
true and correct transcript of the testimony so  
given.

IN TESTIMONY WHEREOF, I have hereunto affixed  
my name and official seal at  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Gary Kausmeyer

Notary Public

My Commission Expires: \_\_\_\_\_

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Deposition of Gary Kausmeyer , taken January 20, 2016

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DEPOSITION ERRATA SHEET

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SIGNATURE:

DATE:

Gary Kausmeyer